



# USAID | WEST BANK/GAZA

FROM THE AMERICAN PEOPLE

**DATE ISSUED:** February 8, 2017  
**DEADLINE FOR QUESTIONS:** February 21, 2017, 11:59PM Jerusalem  
**CLOSING DATE:** March 23, 2017  
**CLOSING TIME:** 16:00 Jerusalem Local Time

**SUBJECT:** Request for Proposals (RFP) No. SOL-294-17-000003  
Evaluation, Assessments, Performance Monitoring and Program Support  
Services for the USAID West Bank and Gaza Mission

## ATTENTION PROSPECTIVE OFFERORS:

The United States Government, represented by the U.S. Agency for International Development (USAID)'s West Bank and Gaza Mission (WBG), is soliciting proposals from qualified organizations interested in providing the services as described in Section C of this Request for Proposals (RFP), where special attention should be paid to Section L, "Instructions to Offerors" and Section M, "Evaluation Factors for Award."

This is a full and open competition under which US and other organizations within Geographic Code 937 are eligible to participate. The procedures set forth in FAR Part 15 will apply. **USAID/WBG highly encourages the participation of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this solicitation as the prime offeror or as proposed subcontractors in accordance with Part 19 of the FAR.** As stated in Section M, proposals that meaningfully incorporate US small business concerns into their proposal will be more competitive than those similarly rated technically that do not.

Competitive offerors will be those proposing the most effective approach for achieving the expected results and award will be made to the Offeror whose proposal offers the best value to the Government considering BOTH technical and cost factors (see Section M). The details associated with the submission requirements are outlined under Section L of this solicitation. Late proposals will be handled in accordance with FAR 15.208.

In accordance with the Foreign Assistance Act of 1961, as amended and FAR Part 16.306, USAID intends to award a Cost Plus Fixed Fee Completion Contract per FAR 16.306(d)(1) for a period of five years – a three year Base Period and 2 one year Option Periods. The total estimated cost, including fixed fee, subject to availability of funds, for the Base Period and Option Periods is:

Base Period is estimated between \$4 million (M) to \$6M over three years.  
Two option Periods are estimated between \$1M to \$2M each, per year, for two subsequent years.

Revealing the estimated range of the contract is not meant to encourage Offerors to strive to meet the maximum estimated amount. Offerors must propose costs that they believe are realistic and reasonable for the work described in their Statement of Work/Proposal.

This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

This RFP is posted on [www.fbo.gov](http://www.fbo.gov), and may be amended. Potential Offerors should regularly check this website to ensure they have the latest information pertaining to this RFP. It is the responsibility of the Offeror to ensure that the RFP and all its subsequent amendments (if any) have been received from the internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion process.

USAID requires that all questions regarding this RFP be submitted in writing to Ms. Miada Younis at [myounis@usaid.gov](mailto:myounis@usaid.gov) and CC Jason Gilpin at [jgilpin@usaid.gov](mailto:jgilpin@usaid.gov) no later than **February 21, 2017, 11:59PM Jerusalem Time**. Answers to all questions will be provided through an amendment to this solicitation, so as to ensure transparency and equal access to the same information to all offerors and potential offerors.

If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on [www.fbo.gov](http://www.fbo.gov).

We extend our best wishes to all and thank you for your interest in USAID/WBG programs.

Sincerely,

/S/

Jason Gilpin  
Contracting Officer  
USAID/West Bank and Gaza

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## LIST OF ACRONYMS

ADS	Automated Directives System
ADR	Alternative Dispute Resolution
BIP	Branding Implementation Plan
CCN	Cooperating Country National
CO	Contracting Officer
COB	Close of Business
COP	Chief of Party
COR	Contracting Officer's Representative
DO	Development Objective
DCOP	Deputy Chief of Party
Geo-MIS	Geographic Management Information System
IT	Information Technology
IP	Implementing Partner
LOE	Level of Effort
M&E	Monitoring and Evaluation
MEO	Mission Environmental Officer
MOEHD	Ministry of Education and Higher Education
NGO	Non-Governmental Organization
OJT	On-The-Job Training
PA	Palestinian Authority
PMP	Performance Management Plan
PPIRS	Past Performance Information Retrieval System
SOW	Statement of Work
SAACB	State Audit and Administrative Control Bureau
TA	Technical Assistance
TCN	Third Country National
UNDP	United Nations Development Program
U.S.	United States
USAID	United States Agency for International Development
WBG	West Bank and Gaza

**PART I – THE SCHEDULE****SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PURPOSE**

The purpose of this contract is to provide utilization-driven, comprehensive performance measurement, planning, performance monitoring and evaluation (PM&E) services for the USAID/WBG Mission, and technical guidance to the Mission and its implementing partners (IPs). These services will enable USAID/WBG to fulfill its evaluation, reporting, performance monitoring and information-sharing obligations as mandated in USAID’s Automated Directives System ([ADS](#)) and other Agency guidance.

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) Completion type contract per FAR 16.306(d)(1). For the consideration set forth below, the Contractor will provide the deliverables or end products described in Section C, “Statement of Work”.

**B.3 ESTIMATED COST, FEE, AND OBLIGATED AMOUNT**

- (a) The Total Estimated Cost for performance of the work during the three-year Base Period and two one-year Option Periods required hereunder, exclusive of fixed fee is \$TBD. The Fixed Fee for the Base Period and Option Periods is \$TBD. The Total Estimated Cost plus Fixed Fee for the Base Period and Option Periods is \$TBD.
- (b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$TBD. The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through [To be inserted at the time of award].

**B.4 PRICE SCHEDULE****CONTRACT EXPENSE CATEGORIES, BASE PERIOD – 3 YEARS**

<b>Cost Element</b>	<b>Base Period (Years 1, 2 and 3)</b>
Total Estimated Cost	
Fixed Fee	
Total Estimated CPFF	



**OPTIONS**

USAID intends to award the obligation under a contract for the base period only. USAID has a unilateral right to exercise option years.

**OPTION YEARS.** This contract will be effective September XX, 2017. The contract period will expire September XXX, 2020. Option One (September XX, 2020 to September XX, 2021) and Option Two (September XX, 2021 to September XX, 2022) may be exercised by the government 60 days prior to commencement of each option period. The government contact person for all contract notifications is the Contracting Officer.

<b>Options</b>	<b>Timeframe</b>	<b>Cost</b>	<b>Fixed Fee</b>	<b>Total CPFF</b>
Option One Two	(1) Year	\$XXX	\$XXX	\$XXX
Option Two One	(1) Year	\$XXX	\$XXX	\$XXX

**B.5 OPTION TO EXTEND SERVICES**

Pursuant to FAR 17.208(f) and to the FAR clause incorporated by full text in Section I entitled “**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**”, the Contractor hereby grants to the U.S. Government the option to extend services under the contract for two additional one year periods. Such extension options are to be exercisable by issuance of a unilateral modification prior to the expiration of the contract.

**B.6 INDIRECT COSTS**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/
	%	3/	3/	3/

1/Base of Application:

Type of Rate:

Period:

2/Base of Application:

Type of Rate:

Period:

3/Base of Application:

Type of Rate:

Period:

### **B.7 ADVANCE UNDERSTANDINGS ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS**

(a) Reimbursement for indirect costs will be at the lower of the negotiated final (or pre-determined) rates or the following ceiling rates:

Description	Rate	Base	Period
	%	1/	1/
	%	2/	2/
	%	3/	3/
1/ Base of Application: Period:			
2/ Base of Application: Period:			
3/ Base of Application Period:			

(b) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.

(c) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

### **B.8 FIXED FEE**

Payment of the Fixed Fee will be made upon receipt of a proper invoice and will directly correspond to the percentage of allowable costs being paid. In accordance with FAR 52.216-8, Fixed Fee (JUN 2011), USAID will withhold 15% of the total fixed fee or \$100,000, whichever is less until the required conditions under the referenced clause have been met.

### **B.9 COST REIMBURSABLE**

The U.S. Dollar costs allowable will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

FAR 52.232-22, Limitation of Funds, applies while the contract is funded in an amount less than the ceiling price and FAR 52.232-20, Limitation of Cost, applies while the contract is fully funded.

**B.10 APPROVED SUBCONTRACTORS**

The Contracting Officer will approve subcontractors in accordance with FAR part 52.244-2 and FAR part 44.202-2.

**[END OF SECTION B]**

## **SECTION C- DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES**

### **C.1 BACKGROUND**

The U.S. Government continues to be the leading provider of bilateral development and humanitarian assistance to the Palestinians, providing more than \$5.2 billion since 1994. The USAID West Bank and Gaza (WBG) Mission (henceforward referred to as “the Mission”) manages more than 54 multi-year activities with a life of activity value totaling over \$1.981 billion. Within this portfolio, the Mission manages an additional approximate 30 grants, with both local and U.S. organizations, that are funded through an annual program statement (APS) issued by USAID’s Office of Conflict Management and Mitigation (CMM).

USAID’s WBG programming is managed through three development objectives (DO): DO1: Governance and Civic Engagement (which includes CMM grants); DO2: Economic Growth and Infrastructure; and DO3: Human Capital and Social Impact (<https://www.usaid.gov/west-bank-and-gaza/our-work>). The WBG Mission contributes to a more stable and secure West Bank and Gaza through programs in the areas of private sector development, health, water, and road infrastructure, local governance, civil society, rule of law, education and youth development. Though the WBG Mission does not currently have a Country Development Cooperation Strategy (CDCS), it is in the process of developing a strategic framework that will guide all Mission planning, design, implementation, reporting, and analyzing.

The operating context in the West Bank and Gaza is dynamic and fluid. The Mission faces many results measurement challenges common to USAID programming and international development programming more broadly: attribution of particular results to donor assistance; desire to show “impact” when there is a known lag-time in achieving results (e.g., sustainable employment outcomes, youth development); desire to measure complex results (e.g. resilience, perception change) not well-captured by uni-dimensional performance indicators; need for more credible and rigorous qualitative data collection and analysis for results not easily quantified; and need for more rigorous quantitative measurement across programming sectors. The highly political operating environment, combined with implementation delays and changes in Performance Monitoring and Evaluation (PM&E) plans due to budget fluctuations, add another layer of complexity to the programming environment.

### **C.2 OBJECTIVES**

The Contractor will support a utilization-driven, comprehensive performance measurement, planning, performance monitoring and evaluation (PM&E) system, and provide technical guidance to USAID/WBG and its implementing partners (IPs) to enable USAID/WBG to fulfill its performance monitoring, evaluation, reporting, and information-sharing obligations as mandated in USAID’s Automated Directives System ([ADS](#)) and other [Agency guidance](#).

The Contractor will provide services in the following areas:

Component A: Evaluation Services (40% LOE\*)

Component B: Surveys, Analyses and Assessments (25% LOE\*)

Component C: Performance Management Support Services (15% LOE\*)

Component D: Capacity Building and Learning Services (15% LOE\*)

Component E: Field Monitoring Activities (5% LOE\*)<sup>1</sup>

Consistent with this guidance, USAID/WBG is committed to the key principles and practices that foster a results-oriented culture and makes every effort to strengthen its PM&E oversight. Toward this end, the Contractor will work collaboratively with the Mission's staff and its implementing partners (IPs) to provide fast, flexible, robust and rigorous monitoring, evaluation and related support under a single integrated umbrella contract. The Contractor will neither replace nor substitute for (1) the contractual obligations of USAID/WBG's IPs for their self-monitoring or (2) the monitoring responsibilities of the Activity Contracting Officer Representatives (CORs)/Agreement Officer Representatives (AORs).

Evaluations under this Contract must meet the standards of USAID's Evaluation Policy (<https://www.usaid.gov/evaluation/policy>) and the Agency policies outlined in Automated Directives System (ADS) 201 Program Cycle Operational Policy (and any future updates thereof).

### **C.3 SCOPE OF WORK**

It is critical that the Contractor use flexible and adaptable systems and work plans to adapt to unanticipated changes. Should new PM&E priorities arise during the course of this contract; the Contractor will recognize and adhere to the adjustment of tasks in line with the overall PM&E contract Statement of Work. The Contractor is required, to the extent practicable, to partner with local institutions and consultants in Israel, Jerusalem and the West Bank, and with U.S. small businesses in completing the monitoring and evaluation assistance tasks outlined under this contract. Overall, under the scope of this contract, taking technical direction from the PM&E COR for this contract, and collaborating closely with DO teams, IPs, and the Palestinian Authority (PA) to carry out contractual requirements, the Contractor will perform the tasks under the following five components within the context of the USAID/WBG Mission.

#### **C.3.1 Evaluation Services**

The Contractor will provide a range of evaluation assistance for evaluations/assessments, including: case studies, performance evaluation, impact (experimental and quasi-experimental) evaluations, cross-sector evaluations, and other evaluation studies as identified.

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<sup>1</sup> \*Projected Level of Effort (LOE). The actual LOE performed during contract performance in each component may vary depending on USG requirements.

USAID uses evaluations to understand performance, inform decisions, improve program effectiveness, be accountable to stakeholders, and support organizational learning. Evaluations at USAID normally fall into two categories based on their methods: 1) impact evaluations, which use experimental and quasi-experimental methods and are characterized by having a rigorously defined counterfactual; and 2) performance evaluations, which draw on a range of quantitative, qualitative, and mixed methods approaches. Depending on choice and application of methods, performance evaluations can still be designed with a rigorous methodological approach that yields credible before-after comparisons. Evaluation type and evaluation design are based on a number of considerations, including the evaluation purpose, the evaluation questions and the level of rigor needed to sufficiently answer the questions for the intended users of the evaluation, and time, budget, and other resource considerations.

The evaluation approach will be consultative: consistent with the evaluation plan and/or Mission requirements, the PM&E COR will prepare a detailed description of the work to be conducted in close coordination with the Contractor. The Contractor will propose the evaluation design that best meets USAID evaluation policy standards and principles, USAID/WBG needs, resource limitations, and complexity of the program. Methods, whether qualitative or quantitative, should generate the highest quality and most credible evidence that corresponds to the questions being asked, taking into consideration time, budget, and other practical considerations. The methodology should result in generating evaluation recommendations that are action-oriented, practical and specific, with defined responsibility for the action.

The Contractor will assist the Office of Strategic Planning and Analysis (SPA) in maintaining a forward looking evaluation plan. The evaluation plan will include, at a minimum, evaluation type, purpose, expected users, start/end dates, estimated budget, and whether the evaluation is required/not required. Beyond USAID evaluation requirements, a number of circumstances could trigger the need for evaluation, including (but not limited to):

- performance information indicates unexpected (positive or negative) results;
- monitoring data or informed feedback of beneficiaries and partners suggests implementation problems or unintended consequences/impacts of programming;
- potential issues around sustainability, cost-effectiveness, and/or programming relevance have been identified;
- initial activity performance suggests more positive or higher impact than expected, best practices or an optimal technical approach need to be documented and/or opportunities exist for more resources and intervention;
- questions around the validity of the logic model or development hypothesis; and/or
- Mission staff and stakeholders require additional information to inform decision-making, understand outcomes, respond to stakeholder queries, or inform the design of follow-on programming.

For both performance and impact evaluations, the Contractor must be able to support all stages of the evaluation process, from evaluation planning and evaluation implementation

to supporting evaluation dissemination and follow-up on evaluation findings and recommendations. The Contractor must be able to mobilize and support field evaluation teams to conduct specified evaluations. Evaluation team members fielded by the Contractor must have the appropriate methodological and subject matter expertise to conduct high quality evaluations that comply with the standards in the [USAID Evaluation Policy \(https://www.usaid.gov/evaluation/policy\)](https://www.usaid.gov/evaluation/policy). In some cases, particularly for impact evaluations, this may entail subcontracting with institutions or firms with a track record of high quality quantitative studies. In addition to the contractual requirements, CVs for proposed evaluation team members that detail team members' technical expertise and evaluation qualifications must be shared and approved by USAID in advance.

At the request of USAID, the Contractor will support USAID's review and development of evaluation statements of work. This support will include working with technical offices to develop and refine evaluation questions; infusing a strong "utilization focus"<sup>2</sup> throughout the evaluation planning process; ensuring the relevance and evaluability of the evaluation questions; reviewing the appropriateness of proposed methods; and flagging issues if proposed resources and level of effort are potentially in conflict with the proposed evaluation design.

**C.3.1.1 Performance Evaluations:** The Contractor will provide high quality performance evaluation services. The Contractor, in collaboration with USAID, will be involved through the evaluation life cycle, including consulting on evaluation SOWs, fielding evaluation teams and implementing evaluations, and post-evaluation dissemination and follow-up. While most evaluations will be at the activity/award-level, the Contractor will support evaluations at the project and strategy levels, as well as meta-evaluations and ex-post evaluations.

The Contractor must be able to design and implement performance evaluations that rigorously employ a range of quantitative, qualitative, and mixed methods approaches that can yield credible before-after comparisons and/or make credible assertions about the contribution of USAID programming to particular development outcomes.

**C.3.1.2 Impact Evaluations:** The Contractor will provide high quality impact evaluation services, including the design of impact evaluations using experimental (i.e. randomized control trial) and quasi-experimental (e.g., propensity score matching, regression discontinuity) methods.

The Contractor must demonstrate acceptable in-house technical, quantitative and analytic capacity to undertake impact evaluations, and/or the ability to subcontract with international and local consultants, research firms, or academic institutions with a proven track record of delivering high quality, rigorous impact

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<sup>2</sup> See, in particular, the work of Michael Quinn Patton on this topic, such as: Patton, M. Q. (2008). *Utilization-focused evaluation* (4th. Ed). Thousand Oaks, CA: Sage. and Patton, M. Q. (2012). *Essentials of utilization-focused evaluation*. Thousand Oaks, CA: Sage.

evaluations, including in challenging environments. Unless otherwise justified all impact evaluations will have a qualitative component to give richer understanding and context to the findings observed.

The Contractor will provide guidance and support to SPA and Mission Technical Offices on impact evaluations throughout the evaluation life cycle, from the early stages of activity and evaluation planning and design through the entire evaluation implementation process. The Contractor will support the Mission in identifying meaningful impact evaluation questions; clearly and transparently communicating to the Mission the feasibility, strengths and limitations of undertaking particular impact evaluations, or of using particular impact evaluation designs; and understanding the technical aspects of impact evaluations, such as the appropriate selection of treatment and control/comparison groups, sampling approaches, and data collection and analysis methods. The Contractor must be able to support all baseline and ongoing data collection for impact evaluations, as well as the logistics involved with undertaking an impact evaluation.

Illustrative evaluation tasks include, but are not limited to the following:

- Support DO teams to develop an evaluation plan for interim and final evaluations of identified on-going and planned projects as well as other types of evaluation studies and assessments as needed. Evaluations should identify learning opportunities and be timed so that their findings can inform USAID's programmatic decisions such as program modifications, designing follow-on programs, or making policy decisions;
- Help craft evaluation questions for specific evaluations as requested and design a methodology that will answer those questions and determine the overall scope, and;
- Support USAID in selecting activity (ies) to be designated for impact evaluation(s). These evaluations need to be formulated in advance to ensure that the program results frameworks are in place, outcome indicators are selected, and control or comparison groups are identified.
- Design and implement performance and impact evaluations for projects/activities across USAID/WBG's portfolio.

### **C.3.2. Surveys, Analysis and Assessments**

#### **C.3.2.1 Review or Establish Baselines and Targets, including Surveys and Studies**

Baseline data, including variables that correspond to key outcomes and impacts, will be collected using best practices methods and analyzed to establish a reference point. Significant attention is required to ensure that baseline data are collected early in the project lifespan, before any significant implementation has occurred.

Illustrative tasks for reviewing or establishing baselines and targets include, but are not limited to the following:



- Conduct ad hoc polls, focus groups and/or baseline surveys using widely recognized and academically acceptable standards for data collection, aware of how essential it is to have quality baselines and realistic targets for each performance indicator;
- Determine data requirements and plans for baseline data collection, ensuring that gender-disaggregated information requirements are adequately established. Data collection will need to be incorporated at multiple points throughout the life of activities, collecting baseline and follow-up data to demonstrate change;
- Adjust existing baselines as needed, and establish baselines for new indicators/projects as requested;
- Assist Technical Offices and/or consult with USAID/WBG's implementing partners to develop attainable performance targets, and;
- At the request and guidance of Technical Offices and taking into consideration time, budget, and other practical considerations, establish custom surveys to set baselines and inform progress on DO or sector level indicators

#### C.3.2.2 Assessments, Special Studies and Surveys

Assessments, studies and surveys will be demand-driven and will depend on the needs and requests of the WBG Mission or to address unforeseen needs due to current political, economic and regional challenges impacting the West Bank and Gaza. As needed by the Mission and directed and guided by the PM&E COR, the Contractor will review relevant sector, data, market/industry and or institution in order to inform Mission strategic planning, decision-making, budgeting, procurement and project implementation. Specific details on the questions of interest will vary across assessments and will be provided in Terms of Reference prepared by the Mission for the Contractor.

The Contractor will carry out thematic assessments on issues that are relevant to USAID/WBG interests. For example, the Contractor might be required to conduct gender analyses to assess gaps between men and women in the West Bank and Gaza, focusing on different sectors, providing recommendations to empower the leadership and expertise of women and girls, and strategies for meeting their needs. Additional studies could focus on youth or poverty alleviation.

Illustrative assessment, special study and survey tasks include, but are not limited to, the following:

- Conducting background research and analysis to inform results-oriented program planning and implementation. Framing clear research questions and issues. Mining existing data, apply best practices, and conducting primary source research;
- Assessing a sector's policy and legal framework, institutional capabilities, donor mapping, strengths, weaknesses, gaps and opportunities of a sector;
- Designing and conducting assessments and special studies, and provide technical expertise to inform USAID/WBG on strategic planning and project design;
- Recommending opportunities for focusing resources geographically, within a sector or across sectors, or on specific populations and beneficiaries within

- regions, such as economically vulnerable households, women, youth or other communities and;
- Preparing and disseminating briefs analyzing cross-cutting issues or special studies;
  - Undertaking special studies or assessments as needed to address any identified data shortcomings;
  - Recommending creative approaches to measure project achievements in the complex environment of WBG, and;
  - Conducting special surveys or assessments in support of cost analyses and/or government cost estimates, such as salary surveys or market research.

### **C.3.3 Performance Management Support Services**

The WBG Mission uses PM&E plans at the strategy, project and activity levels to measure progress toward achieving results. Working in close collaboration with the Mission's SPA, the Contractor will support the Mission in performance management across the Mission portfolio. This support includes identifying approaches to strengthen results measurement, support for the development of a strategy-level Performance Management Plan (PMP) and results framework (RF), and supporting the Mission in undertaking more systematic data and trends analysis and improving its ability to communicate results to different stakeholder groups.

Performance management is a responsibility of USAID WBG Mission staff. The Contractor will not assume direct responsibility for any tasks deemed inherently governmental functions or otherwise essential functions of the SPA or Technical Office CORs/AORs. Rather, working in close collaboration with the SPA, the Contractor will provide targeted performance management support to enable USAID staff to more successfully fulfill their performance management responsibilities.

**C.3.3.1 Strengthening results measurement.** The Contractor, working in collaboration with the SPA and serving in an expert advisory role, will provide advice as requested on strengthening the measurement of key results in the Mission's portfolio, including multidimensional and complex results (e.g. sustainability, strengthened capacity, systems change), and provide recommendations to USAID to improve its ability to measure and communicate these results, by using tested and credible proxy indicators, through better contribution analysis, and/or evaluation approaches such as ex-post evaluation.

The Contractor will support the Mission in developing a strategy-level Performance Management Plan (PMP), identifying appropriate outcome measurements for higher level results; supporting baseline data collection for higher level indicators (Intermediate Results level and above); conducting data quality assessments for higher level indicators that are not the responsibility of a COR/AOR; supporting the Mission in thinking through the rationale and reasonableness of targets; developing Performance Indicator Reference Sheets for higher level indicators; identifying strategy level evaluation questions; and developing a PMP learning plan.

Other tasks may entail working with DO teams and IPs to complete, improve, and

update project level PM&E plans, portfolio review process to reflect changes in strategy, targets and/or activities; recommending different methods of data collection, such as alternate data sources or undertaking studies to obtain the data.

In collaboration with the Mission's Gender Advisor, the Contractor will provide guidance to the Mission on strengthening the integration of appropriate gender-specific and gender-sensitive measurements in the portfolio. Cost-benefit rationalization and management burden should be considered when recommending particular measurement approaches.

The Contractor will support the Mission in more systematically analyzing the results of its programming across activities and across technical sectors to be able to better understand and communicate the impact of USAID programming in the West Bank and Gaza. Support will entail reviewing GeoMIS or other geographic data platform reporting, conducting trends analysis of performance indicator data; analyzing data in order to aggregate results and better define impact across activities; and generating synthesized knowledge of findings, lessons learned, success stories and good practices. In the course of undertaking analysis, the Contractor will identify limitations and gaps in the Mission's ability to sufficiently understand performance and results in a particular sector. If so, the Contractor will communicate these findings to the Mission and provide concrete recommendations, as practical and feasible, as to how these limitations and gaps will be addressed.

#### C.3.3.2 Provide support as needed on the review of Project/Activity PM&E Plans and the Data Quality Assessments.

As requested by USAID, the Contractor will review project and activity PM&E plans. The Contractor will provide sector-specific advice to the SPA and Technical Offices to strengthen PM&E plans. Tasks will include:

- (a) Reviewing results frameworks or logic models for plausible causal relationships between inputs, outputs, outcomes, and impacts;
- (b) Reviewing appropriateness of performance indicators and any other non-performance indicator-based approaches to measure results;
- (c) Reviewing inclusion of context indicators, as relevant and appropriate;
- (d) Ensuring that Performance Indicator Reference Sheets have been completed for all performance and context indicators;
- (e) Ensuring baseline, targets and actual values are recorded for all performance indicators and review reasonableness of proposed targets;
- (f) Ensuring appropriate integration of evaluations and assessments;
- (g) Assessing the integration of a project or activity learning approach;
- (h) Ensuring compliance with USAID performance management policies, guidance, and procedures, and;
- (i) Reviewing partners reporting in GeoMIS in terms of compliance, timelines and accuracy and generating reports on findings.

The Contractor will support the Mission in conducting Data Quality Assessments

(DQAs) in the field for its PMP indicators that are not part of project/activity indicators, as well as for project/activity indicators based on COR/AOR requests. This task assists Technical Offices in verifying the quality of the indicator data collected. The goal of the DQA is to ensure that decision makers are fully aware of data strengths and weaknesses and the extent to which data can be trusted when making management decisions and reporting.

The major decision point in conducting a DQA is to determine what level of data quality is acceptable, weighing tradeoffs in terms of time and cost of pursuing data. It needs to verify the reliability, accuracy, timeliness, precision and integrity of all performance indicator data. A DQA must be conducted at least once every three years for those data reported to USAID/Washington.

### **C.3.4 Capacity Building and Learning Services**

The Contractor will provide capacity building and learning support services to enhance the WBG Mission's PM&E, learning, and adaptive management capacities. The WBG Mission is committed to strengthening the integration of learning throughout its programming (<https://usaidlearninglab.org/faq/collaborating-learning-and-adapting-cla>), which includes critical reflection on progress and challenges, active collaboration with stakeholders, and responsive feedback loops that incorporate performance information into decision-making and adaptive management. The high quality capacity building and learning support services to be provided by the Contractor will support the Mission's evidence-based decision-making across its portfolio.

#### **C.3.4.1 M&E- Related trainings, workshops and coaching for USAID staff and partners.**

At the direction of the COR, the Contractor will organize and facilitate trainings, workshops, training-of trainers sessions and related events for USAID staff and implementing partners, including other USAID Contractors. Training topics will be identified by the SPA in collaboration with Technical Offices. Illustrative training and workshop topics include but are not limited to: USAID PM&E policy guidance and resources, developing good evaluation questions, conducting data quality assessments, monitoring context and complex results, etc. On a case-by-case basis, the COR will identify USAID staff, implementing partners, or other stakeholders to receive additional coaching from the Contractor on PM&E- and learning-specific topics.

Expected support from the Contractor includes supporting all workshops and training logistics, developing the training agenda, and preparing training materials. The Contractor may use or adapt existing Agency training materials and resources when appropriate. If the Contractor and SPA determine that appropriate materials, tools, protocols, guides, templates, and resources do not exist, the Contractor will be directed by the PM&E COR to develop these in accordance with USAID policy guidance on monitoring and evaluation. In developing and delivering trainings, the Contractor will incorporate understanding of adult-learning methodologies.

While the primary training audience will be USAID staff and partners, in some cases

training workshops and/or other capacity building activities will be designed for or extended to other local organization stakeholders (e.g., public, private and civil society organizations) that have targeted PM&E needs, as identified by the PM&E COR. These local organizations will receive technical assistance from the Contractor to strengthen their PM&E technical capacity as well as improve their understanding of USAID's policies and regulations related to the implementation and management of PM&E activities.

The Contractor will conduct a pre and post survey for all trainings, workshops, and coaching sessions to ensure their relevance and strengths and weaknesses, in order to continuously improve the delivery of such services over the life of the Contract.

#### C.3.4.2 Support performance management follow-up and dissemination.

After the completion of evaluations, assessments, data quality assessments, site visits, and other processes that yield recommendations, as requested by the PM&E COR, the Contractor will work in collaboration with SPA to track the status of follow-up actions and support the dissemination of analytical products developed under this Contract as part of a learning and/or strategic communications and public outreach agenda.

As requested by the COR, the Contractor will also support SPA in updating and maintaining an online knowledge management portal through the mission's GEO-MIS or other data information system to serve as a clearinghouse for USAID and non-USAID analytic reports, studies, surveys (e.g., national, demographic, etc.) specific to Gaza and the West Bank.

#### C.3.4.3 Collaboration Learning and Adapting (CLA)

USAID staff and partners have always sought ways to better understand and improve our work, by embedding collaborating, learning, and adapting (<https://usaidelearninglab.org/faq/collaborating-learning-and-adapting-cla>) throughout strategic planning, project and activity design, and M&E.

As requested by the COR, the Contractor will support the Mission in developing an outline for a Learning Agenda that identifies knowledge gaps and steps on how to address them. CLA is a collaborative process, which will include Mission staff, implementing partners and other stakeholders with the support and guidance of SPA.

Below are illustrative steps for developing CLA:

- (a) Discuss how the strategy/project/activity is connected to broader goals.
- (b) Clarify assumptions behind theory of change and identify the most significant.
- (c) Identify knowledge gaps.
- (d) Scope out which activities will fill the knowledge gaps and who will collaborate on them.
- (e) Identify mechanisms for capturing and sharing learning with relevant

stakeholders.

- (f) Ensure continued relevance of the Learning Agenda (ongoing).

In collaboration with the COR, the Contractor will organize events, such as seminars, brown bags and workshops, that promote learning and sharing among stakeholders. Workshops will provide a forum for sharing best practices, summarizing lessons learned, and reviewing progress toward the achievement of results. Examples of events could include after action reviews; brown bags on topics such as evaluation findings, monitoring challenges, etc.; joint partner meetings; experience summits; etc.

At the Mission's request, the Contractor may be required to support the organization of semi-annual partner PM&E meetings to strengthen the PM&E community of practice and provide fora for partners to share and learn from each other, improve collaboration, troubleshoot commonly shared issues, and serve as a venue for "peer assist." Similarly, the Contractor may be required to support semi-annual PM&E meetings with the DO teams.

Illustrative Mission training and assistance tasks include, but are not limited to, the following:

- (a) Build the capacity of Mission staff for PM&E through training and technical assistance using a participatory approach to designing and implementing the PM&E program.
- (b) Provide tailored, results-based management training covering such topics as performance management, logical frameworks, planning and managing evaluations, designing and testing survey instruments, etc. The teaching approach could include presentations, case studies, and peer learning through group exercises in a face-to-face format.
  - Training could include designing and implementing core evaluation training, with a focus on crafting scopes of work, developing evaluation questions, and managing evaluation processes.
  - Training should introduce fundamental PM&E concepts, practices and tools which Mission staff can implement immediately. Topics may include: research designs, data collection strategies, determination of indicators and measurement strategies, constructing baseline data, data analysis strategies, reporting results and using results for effective decision making.
- (c) Help project design teams and technical offices as needed to develop strategy- and project- level indicators and performance targets, which will eventually feed into the Mission's Performance Management Plan (PMP) and project design documents.
- (d) Improve organizational practices and capacity for learning and adapting with the Mission staff and with respect to business processes, deepening coordination, collaboration and synergies within the Mission regarding PM&E lessons learned.
- (e) Ensure the use of common definitions, comparable methods of data

collection, and compatible reporting formats across the Mission.

### **C.3.5 Field Monitoring, Verification and Reporting Services**

Since 2007, the U.S. government's personnel and contractors have been restricted from travel to Gaza, and as a result, the USAID/WBG Mission has relied on a field monitoring mechanism with a local firm to provide its CORs/AORs with a source of independent monitoring data to inform management decisions and corrective actions. Recently, the U.S. Government has approved its U.S. Citizen Contractors to enter Gaza and approved USAID to hire Foreign Service National (FSN) Projects Managers to work in Gaza. These are welcome developments in improving USAID performance and oversight in Gaza, however the necessity for USAID cognizance over its activities has never been greater. As such, the Mission will continue to require the services of a field monitor in Gaza. **At this time, the Mission does NOT intend to use this contract to provide for field monitoring services in Gaza.** Instead, the Mission will procure these services separately via a different contractual vehicle for Gaza. For the West Bank and other areas that USAID operates in, the Mission intends to continue to rely on its A/CORs and Activity Managers for monitoring.

Only if requested to so by the COR and approved by the Contracting Officer in writing will the Contractor be required to provide field monitoring services in Gaza, the West Bank, Israel or East Jerusalem. The oversight, monitoring and reporting services provided under this contract will be independent and supplemental to that provided by A/CORs and USAID implementing partners. If required, all field monitoring tasks would be done in close collaboration with USAID staff and only at the request of the Contracting Officer via the M&E COR. If ordered to do so, the Contractor would be responsible for the recruitment, hiring, and training of third party monitors. The Contractor would hire staff or consultants directly or sub-contract with a local firm capable of providing such services. The range of field monitoring services expected on contingency under this Contract fall roughly into the following two categories 1) verification/activity oversight and 2) performance/outcome monitoring. In both cases, the project work plan and M&E plan would serve as the basis for monitoring efforts.

If required, in all field monitoring tasks verification/activity oversight would be focused on compliance, implementation progress, quality, accuracy, internal control, and the timeliness and quality of inputs and outputs. Performance/outcome monitoring focuses on whether the inputs and outputs are achieving the intended outcomes and impacts, the soundness of the development hypothesis, and the relevance of the program to addressing the underlying development needs and constraints. Only if required, USAID would work with the Contractor to design a work plan for the verification and monitoring needs for each activity. The Contractor would be responsible for providing regular and timely monitoring and verification reports to USAID that detail findings and recommendations. If field monitoring services are required under this contract, the Contractor must not share monitoring findings directly with implementing partners, unless explicitly requested by USAID, nor will the Contractor provide monitoring-related consultation, guidance or technical direction to USAID partners. Monitoring must always be done in accordance

with a “do no harm”<sup>3</sup> principle for activity beneficiaries and partners. The Contractor must abide by strict data security protocols, appropriate data handling and data collection protocols must be used at all times. If any concerns arise about potential risks to beneficiaries, partners, or the third party monitors as a result of monitoring efforts, these must be immediately communicated to this Contract’s COR.

**C.4 Forecast/Illustrative Schedule for the USAID/WBG Evaluation, Assessments, Performance Monitoring and Program Support Services Contract, FY 2018-2020<sup>4</sup>**

Component	FY 2018	FY 2019	FY 2020
A. Evaluation Services			
A.1 Performance Evaluations	Four (4) Final Performance Evaluations for four projects covering various sectors including: Health, Water & Infrastructure, Economic growth, and Rule of Law/ Justice	Two (2) Mid Term Performance Evaluations for projects in Health and humanitarian/emergency assistance in Gaza	Three (3) Performance Evaluations for projects in Water and Infrastructure, Education, Energy
A.2 Impact evaluations	None forecasted.	One (1) Impact evaluation to be determined	None forecasted.
A.3 Evaluation planning, follow-up, dissemination	Technical support in revising SOWs and evaluation questions, designing the methodology, and managing the evaluation team as well as developing the reports, dissemination of findings and after action plan follow up		
B. Surveys, Analyses and Assessments			
B.1 Sector /gender/Youth Assessments	Two (2) assessments: 1.) road construction & economics and 2.) community development	Three (3) assessments: 1.) national governance, 2.) conflict mitigation, 3.) water	To Be Determined.
B.2 Baseline Surveys	None forecasted.	2-3 per year.	2-3 per year.
B.3 Other Studies	None forecasted.	To Be Determined.	To Be Determined.
C. Performance Management Support Services			
C.1 Strengthening results measurement	On a continuous basis.	On a continuous basis.	On a continuous basis.
C.2 Mission PMP/RF Development / Review	Provide technical support on an annual basis.	Provide technical support on an annual basis.	Provide technical support on an annual basis.
C.3 Review of project/Activity PM&E plans and Data Quality assessments (DQAs)	10-15 MEL/DQA per year	10-15 MEL/DQA per year	10-15 MEL/DQA per year
C.4 GeoMIS and data review/ analysis	On a continuous basis (2-3 visits/reviews to implementing partners/ reports per month)	On a continuous basis (2-3 visits/reviews to implementing partners/ reports per month)	On a continuous basis (2-3 visits/reviews to implementing partners/ reports per month)

<sup>4</sup> Illustrative only. May not be inclusive of all activities within the SOW. Actual number of each assignment may change, depending on US Government requirements.



<b>D. Capacity Building and Learning Services</b>			
D.1 PM&E trainings and workshops	4- 5 per year	4- 5 per year	4- 5 per year
D.2 Other trainings and workshops	As Required.	As Required.	As Required.
<b>E. Field Monitoring Activities</b>			
E.1 Field Monitoring	None forecasted.	If Required.	If Required.

[END OF SECTION C]

**SECTION D – PACKAGING AND MARKING****D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**D.2 BRANDING STRATEGY AND MARKING PLAN**

In accordance with provision D.1 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy.

[END OF SECTION D]

**SECTION E – INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.232-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See FAR 52.252-2 for an internet address (if specified for electronic access to the full text of a clause).

***FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)***

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The designated Contracting Officer’s Representative (COR) will be delegated authority to inspect and accept all services, reports and required deliverables or outputs required by the contract.

**[END OF SECTION E]**

**SECTION F – DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

***FEDERAL ACQUISITION REGULATION (48CFR Chapter 1)***

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP WORK ORDER ALTERNATE I	AUG 1989

**F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract is from TBD to TBD.

**F.3 PLACE OF PERFORMANCE**

The place of performance under this Contract is the West Bank and Jerusalem. Performance may take place in Israel and Gaza when and where required by the contract and as permitted.

**F.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C will be conducted jointly by the COR and the Contracting Officer, and will form the basis of the Contractor's permanent performance record with regard to this contract.

The Contractor must promptly notify the Contracting Officer and COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the Contract.

Evaluation of the Contractor's overall performance will be in accordance with FAR 42.15 and corresponding USAID procedures. The Contractor's performance will be evaluated annually and at contract completion, utilizing the following factors:

- (1) Quality of Product or Service
- (2) Cost Control
- (3) Timeliness of Performance
- (4) Business Relations
- (5) Meeting Small Disadvantaged Business Subcontracting

## Requirements/Goals

- (6) Effectiveness of Key Personnel and Subcontractors
- (7) Other (as applicable) (e.g., late or nonpayment to Subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

**F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of deliverables and reports in Sections C, I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor will submit the following deliverables or outputs to the COR. All reports must be approved by USAID. Information Dissemination: Only upon the written direction of the COR, the Contractor will be responsible for disseminating findings and lessons learned from PM&E activities completed under this contract. This may include, but is not limited to: facilitation of workshops; production of communication materials; and, periodic sharing of summary bulletins with and within USAID, implementing partners, PA partners, donors, media, and other stakeholders as relevant.

**F.5.1 Annual Work Plan**

Timing: Within 60 days of award of the contract, the Contractor will submit the first Annual Work Plan to the COR for approval. This Annual Work Plan will be for the first fiscal year (September to October) of performance. Annual Work Plans for subsequent years will likewise be based on the U.S. Government fiscal year and must be submitted by August 31 of each year of contract performance. Work plans will be developed collaboratively with the COR and DO teams and will describe the activities and interventions required, including:

- Start-up, management and staffing plan (year 1 only);
- Proposed activities/deliverables for the given year;
- Corresponding time frame for implementing the activities and submission of deliverables;
- Annual Implementation Budget (see below);

**F.5.2 Annual Implementation Budget**

Timing/Receipt: Within 60 days from award of the contract, and parallel to the annual implementation plan, by 31 August thereafter, with all documents in the Annual Work Plan to the COR.

The Annual Implementation Budget will include for the forthcoming fiscal year, a.) a detailed master budget showing all planned expenses for the forthcoming fiscal year, and: b.) an evaluation budget showing budgeted costs associated with planned impact and performance evaluations for the forthcoming fiscal year.

**F.5.3. Periodic Progress Reports**

Timing/Receipt: The Contractor will submit Periodic Progress Reports on a quarterly basis by the end of every fiscal quarter to the COR.

The Periodic Progress Reports will include the followings:

- All activities conducted by the Contractor during the given month/quarter;
- Ongoing evaluations and their progress;
- Progress made towards the achievement of contract deliverables in the past month/quarter;
- Update on resolution of issues raised in previous report, summary of new issues arising, and recommendations for resolving new or pending issues;
- Brief description of studies conducted during month/quarter;
- Summary of Field Monitoring activities (if required) and major findings/shortcomings/ issues.

**F.5.4 PM&E Training Materials**

Timing/Receipt: The Contractor will submit **PM&E Training Materials** on an annual basis by the end of every fiscal quarter to the COR.

The Contractor must submit three (3) hard copies and one (1) electronic copy of all training and resource materials used for monitoring and evaluation training and capacity building of USAID Mission and implementing partner staff.

**F.5.5 Final Evaluation, Assessment and Research / Analysis Reports**

Timing/Receipt: Ongoing, as required by the COR, to be submitted to the COR and the Development Experience Clearinghouse (DEC).

The Contractor must submit three (3) hard copies and one (1) electronic copy of the final reports and associated raw data of all evaluations, assessments, in-depth research, polls, surveys, and baseline surveys conducted under this contract. In addition, the Contractor will submit copies of these reports to the Development Experience Clearinghouse within ninety (90) calendar days of completion and USAID COR approval. The Contractor will be responsible for the translation of the reports as needed into Arabic, and on certain occasions, may be requested to provide it in Hebrew also.

**F.5.5.1 Format of End Product Component**

- (1) Briefings. If specified in an individual evaluation, the Contractor will provide a written and/or oral briefing to the relevant USAID Mission(s) on the evaluation design, principal activities, accomplishments, draft findings and/or final findings during the assignment.

- (2) Activity components submitted in electronic formats must be submitted in accordance with the following requirements:
- (a) Operating system and application format, compatible with USAID systems
  - (b) All reports must be submitted in electronic copy to the USAID/WBG COR.
  - (c) Any other necessary information, e.g., special backup or data compression routines/software used for storing/retrieving submitted data.
  - (d) All reports and deliverables must follow USAID branding and marking requirements.
  - (e) All written documents must be provided in English in Microsoft Word, unless otherwise specified by the COR.
  - (f) Reports must be submitted in Times New Roman 12-point font unless otherwise agreed or directed by the COR.

The Contractor must adhere to USAID policies when drafting all reports under this contract. USAID's Evaluation Policy and ADS 201 provide guidance on evaluation report structure and content, and steps in the process of creating an evaluation report. The evaluation methods, limitations, and information sources must be documented, including by providing data collection tools and the original evaluation statement of work as annexes to the main report. More information can be found on USAID's [How-To Prepare an Evaluation Report \(See Attachment J-5\)](#), [USAID Evaluation Report Requirements-A Mandatory Reference for ADS Chapter 201](#) and USAID Evaluation Report Template (See Attachments J-4 and J-6).

#### F.5.5.2 Component Coordination

(a) Components A&B:

For evaluations commencing in FY2018, the COR will provide the Contractor the annual FY18 Evaluation plan and draft SOWs within 60 days of award with an aim of collaboratively finalizing SOWs for these evaluations by December 31, 2017.

For all subsequent evaluations, o/a May 1 of every year, the COR will provide an annual Evaluation plan which includes the anticipated evaluations/assessments/studies for the upcoming fiscal year, which will form the basis for the annual implementation plan. For every approved evaluation or study, SPA and the relevant technical office will develop a DRAFT SOW which will be provided to the Contractor o/a June 15 of every year. Then the Contractor will work with the COR and the technical office to finalize the SOW and incorporate elements of evaluation approach/methodology, schedule, dissemination, CLA and management by o/a July 31 of every year.

After finalizing the SOW, the Contractor will submit its detailed budget with narrative and including all other support costs expected for the survey or evaluation within thirty (30) business days. USAID will review the proposed budget(s) for reasonableness and fund the contract after agreement has been reached on the budget. The Contractor will not proceed until funds have been obligated against the contract to cover the particular survey- or evaluation-related task requested or unless provided authorization to proceed from the Contracting Officer.

The COR or the Contracting Officer may amend the timeline for this process at any time in writing. If the Contractor foresees problems, additional costs or excessive burden as a result of the established timeline or timeline revisions, the Contractor must contact the Contracting Officer immediately.

See Section C.4 for a forecast/illustrative list of evaluation activities anticipated for the first three years of the contract.

(b) Components C, D & E:

Within 60 days of award, the COR will provide the contractor with a plan of services commencing in FY2018.

SPA, the COR, in cooperation with the Mission's development objectives' teams will develop annual plan for general PM&E support. The plan will be shared with the contractor by o/a July 31 of every year to serve as the basis for its annual implementation plan. As part of the implementation plan, the contractor will develop schedule and time line for delivering the required services, such as: workshops themes and timelines; number and type of visits to the partners; reporting requirements, etc. The contractor will work with the COR and technical teams to develop a CLA plan and work with the mission to implement it.

(c) All Components: Ad-Hoc Requirements

For any requirements within the scope of this contract that are not included in the annual implementation plan, ad-hoc requests for additional services within the scope of this contract will be communicated in writing to the contractor by the COR. The COR and the Contractor will devise an agreed upon plan, budget and schedule for the ad-hoc requirements.

**F.5.7. Field Monitoring Reports:**

Timing/Receipt: If required, monthly to the COR.

If field monitoring is approved by the Contracting Officer and ordered by the COR to be performed, such report must include all monitoring activities to be specified at the time of award (dates, locations, projects, findings, pictures, issues, etc).



**F.5.8 Financial Reports****(a) Quarterly Financial Reports**

The Contractor will submit a quarterly expenditure report for approval by the COR, not later than 30 calendar days after the end of each fiscal year quarter. The USG fiscal quarters end on September 30, December 31, March 31 and June 30. The quarterly expenditure reports will include, at a minimum, the obligations to date, the approved budget, expenditures to date, and the balance remaining. This report will be against the contract line items. On COR request, the report may also be broken down by sector activity (as necessary).

**(b) Accruals**

USAID performs a quarterly accrual exercise at the end of each fiscal year quarter. Contractors are required to submit quarterly accrual expenditures reports 15 days before the end of every fiscal quarter.

**F.5.9. Other Reports and Deliverables**

The Contractor will produce, as needed, short information reports using data generated through the contract to meet special needs reporting. This may include reporting on cross-cutting issues or on other high-profile reporting needs as defined by the COR. Information will be made readily available to USAID/WBG personnel allowing staff to respond to requests for information.

**F.5.10 Final Completion Report**

**Timing/Receipt:** The report will be submitted within 90 days after the estimated completion date of the contract to the COR.

The Contractor will prepare and submit to the COR one electronic version (as a single Word file) of the final completion report which summarizes the accomplishments of this contract, methods of work used, best practices and lessons learned and recommendations regarding unfinished work and/or PM&E continuation. The final completion report will also contain an index of all reports and information products produced under the contract. Along with the final completion report, a CDROM depository will be submitted, containing all written documents, reports and presentations. The depository will be organized in a user-friendly system, easy to handle and to search through. All electronic and web-based data depositories developed under this contract shall also be fully transferred to USAID/WBG upon completion of the contract.

**F.6 MOBILIZATION AND MANAGEMENT PLAN****F.6.1 Mobilization Plan**

The Contractor will submit a Mobilization Plan (MP) to the COR for approval within 30

days of award. The MP must include a plan for a start-up of activities covering the first 120 days of the contract. It must also address benchmark technical, management, and logistical (vehicle, office space, etc.) requirements that include: planning and schedule for the mobilization of the Chief of Party (COP) and key personnel, and other personnel.

#### **F.6.2. Management Plan**

In addition and as a part of the Mobilization Plan, the Contractor must submit its final Management Plan, which will be derived directly from its proposal, that discusses the management approach for carrying out the contract, describing the roles and responsibilities of home office and field staff, their assigned management and decision-making authorities, and the relationship the Contractor will have with major Subcontractors.

The Management Plan will include a staffing plan and a staffing chart that is appropriate for implementing the project. The staffing plan must reflect an appropriate balance of skills, and a complete listing of positions, duty locations, and source of labor (i.e. local, U.S. expatriate) and the associated lines of authority. It should also present the mechanism the Contractor will set in place for recruiting and managing staff; providing adequate home office support; addressing procurement compliance and logistical requirements; establishing field offices; controlling costs; developing clear lines of communication and authority; coordinating and managing activities of the Contractor and its subcontractors or other partners; and anticipating and resolving implementation bottlenecks.

### **F.7 DEMOBILIZATION PLAN**

Timing: Not less than three months prior to the completion date of the contract, the Contractor must submit a Demobilization Plan.

The Demobilization Plan will include, at a minimum, an illustrative Property Disposition Plan addressing all requirements under contractual and local law for the transfer of property; a plan for the phase out of in-country operations; a delivery schedule for all reports or other deliverables required under the award; and a timeline for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the Contracting Officer (CO). Both the illustrative and final Property Disposition Plans shall include the inventory schedule required by FAR 52.245-5, a plan for the disposition of property to eligible parties and a timeline for the disposition of such property. In addition, the Contractor will describe how all required prime and sub-award audits will be conducted after the demobilization of the Contractor. The Demobilization Plan must be approved in writing by the CO and the COR.

### **F.8 KEY PERSONNEL**

(a) The key personnel team the Contractor must furnish for the performance of this contract are as follows:

1. Chief of Party (COP)
2. Deputy Chief of Party (DCOP)
3. Senior M&E Specialist

(b) The above key personnel must be qualified professionals in their respective fields with relevant and significant experience, background and education. Additionally, each key personnel must possess strong relevant technical expertise (for each particular position) and demonstrated successful performance in similar positions under projects of similar size, nature, complexity and country context.

(c) The Contractor must ensure that, overall, key personnel complement each other's skills and qualifications in a manner that will result in a strong qualified key personnel team. This applies in particular to experience managing staff and projects in the components described in the SOW.

(d) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the Contracting Officer and the COR reasonably in advance (e.g., within ten (10) working days) and must submit a written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Any proposed substitutions for key personnel must possess the same level of qualifications or higher as the individual being replaced. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

(e) The Contractor will provide one nominee for each key personnel position which is subject to the Contracting Officer's approval. The Contractor is responsible for providing key personnel for the term required. Failure to provide key personnel at any time during the period of performance may be considered non-performance by the Contractor.

(f) USAID reserves the right to adjust the number and/or nature of key personnel positions during the performance of the Contract.

#### **F.9 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

(a) The Contractor will prepare and submit progress reports as specified in Section F.5. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contractor submits the report or the Contracting Officer determines

that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

#### **F.10 LANGUAGE OF REPORTS AND OTHER DELIVERABLES**

All reports and other deliverables must be in the English language, unless otherwise specified by this contract or requested by the COR.

#### **F.11 SECURITY PLAN**

The Contractor must develop a security plan to safeguard all project operations and to comply with all United States Government regulations, prevailing industry practice and local law. Within 30 days of award, the security plan will be submitted to USAID for review only. Guidance as to the content of this plan will be provided by USAID following award.

**[END OF SECTION F]**

**SECTION G – CONTRACT ADMINISTRATION DATA****G.1 CONTRACTING OFFICER’S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this Contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

**G.2 ADMINISTRATIVE CONTRACTING OFFICE**

All questions concerning the administration of this award must be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

**U.S. Address:**

Office of Contracts Management  
USAID/West Bank and Gaza  
9700 Tel Aviv Place  
Washington, DC 20521-9700

**Local Address:**

USAID/OCM  
25 Hamered Street, 10th Floor  
Tel Aviv, Israel

For administrative contractual related matters and requests, the Contractor shall contact:

Acquisition Specialist: Miada Younis  
Email: [myounis@usaid.gov](mailto:myounis@usaid.gov)

And

Contracting Officer: Jason Gilpin  
Email: [jgilpin@usaid.gov](mailto:jgilpin@usaid.gov)

**G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative (COR) will be designated at the time of award.

**G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the statement of the work as detailed in Section C.

(b) The Contracting Officer's Representative (COR) is authorized by designation to take any or all action with respect to the specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems. This includes compliance with USAID and host countries' environmental regulations.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.
- (7) Review and approve Scopes of Work for Short-Term Technical Assistance.

**LIMITATIONS:** The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of level of effort (LOE). All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules will be made only by the Contracting Officer.

(c) In the separately-issued COR designation letter, the Contracting Officer will designate an Alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR will bring all contracting problems and disagreements to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

## **G.5 PAYMENT AND INVOICES**

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Financial Management Office/USAID/West Bank and Gaza. The subject line of the email will read Award No. and name of the Contractor.

The SF-1034 must be signed, and it must be submitted along with the relevant invoice and any other relevant documentation as an electronic PDF file (Adobe).

Vouchers/Invoices must be emailed to: [wbgvouchers@usaid.gov](mailto:wbgvouchers@usaid.gov).

Electronic submission of invoices is required.

The Paying Office is:

Office of Financial Management  
 USAID/West Bank and Gaza  
 9700 Tel Aviv Place  
 Washington, DC 20521-9700

**G.6 ACCOUNTING AND APPROPRIATION DATA**

GLAAS Request REQM-294-17-000XX:

Accounting Template:	
BBFY:	
EBFY:	
Fund:	
OP:	
Prog Area:	
Dist Code:	
Prog Elem:	
Team/Div:	
BGA:	
SOC:	
Obligated Amount:	

**G.7 CONTRACTOR'S PRIMARY POINT OF CONTACT AND PAYMENT ADDRESS**

*(To be provided by the Contractor)*

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**G.8 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer's representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either electronic (PDF) files (preferred), paper or fax versions of the SF-1034-Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:



TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)				
<i>Line Item</i>	<i>Description</i>			<i>Amt. Vouchered To Date</i>
0001	Product/Service Line Item 0001	Desc.	for	\$XXXX.XX
0002	Product/Service Line Item 0002	Desc.	for	\$XXXX.XX
<b>Total</b>				\$XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

“The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_”

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions will be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government will promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the

proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract will be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

**[END OF SECTION G]**

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

#### ***FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7***

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
752.222-70	USAID DISABILITY POLICY	DEC 2004
752.7027	PERSONNEL	DEC 1990

### **H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

### **H. 3 CORRESPONDENCE AND LANGUAGE REQUIREMENTS**

All Key Personnel must be proficient in English. Any additional Contractor personnel and/or consultants must have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the language capability required.

The Contractor must ensure that, when necessary to perform the work, Contractor employees and consultants have the appropriate level of skill in written and spoken English.

#### **H.4 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws. USAID West Bank & Gaza Mission Order No. 21 may be found in J-3.

#### **H.5 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)**

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the Contractor agrees to the following:

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

#### **H.6 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENT (FEB 2012) (Class Deviation No. OAA-DEV-12-01c)**

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor must not procure any of the following

goods or services under this contract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

#### **H.7 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)**

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

## **H.8 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for this award is 937 defined as the United States, the Cooperating Country (Israel, West Bank and Gaza), and developing countries other than advanced developing countries, and excluding prohibited sources.

For accurate identification of developing countries, advanced developing countries, and prohibited sources, please refer to Automated Directive System (ADS) 310 entitled “Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID”.

## **H.9 LOGISTIC SUPPORT**

The Contractor will be responsible for all administrative support and logistics required to fulfill the requirements of this Contract in the United States and overseas. These include to all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

## **H.10 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 2014)**

(a) Definitions. For the purpose of submissions to the DDL:

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible markup language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Contractor under the award, whether published or not. The term does not include the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Only if the Contracting Officer Representative (COR) directs it to do so, the Contractor will submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, if the COR directs it to do so, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

(4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The Contractor must not submit classified data to the DDL.

#### **H.11 SUBCONTRACTING PLAN REPORT FOR INDIVIDUAL CONTRACTS AND SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated *[insert date]* is hereby incorporated as a material part of this contract. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9 (incorporated by reference in Section I).

#### **H.12 752.204-72 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUG 2013)**

(a) Access to USAID Facilities and USAID's Information Systems (AUG 2013) (a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this clause. The Contractor's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

(b) Before a Contractor (or a Contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State Government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations, are mandatory in order for the Contractor to receive a PIV/FAC card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

(c) The Contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the contracting officer's representative (COR) upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first. (d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the Contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or Government-wide HSPD-12 and PIV procedures/policies. (e) The Contractor is required to insert this clause in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.



**H.13 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project will be considered confidential and must not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of the PM&E COR. All findings, conclusions and recommendations will be considered confidential and proprietary.

**H.14 752.7007 PERSONNEL COMPENSATION (JUL 2007)**

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

**H.15 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

- (a) Definition: Base pay, or base salary, is defined as an employee's basic compensation (salary) for services rendered. Income taxes are the responsibility, or liability, of the employee and are inclusive of, not additive to, base pay or salary. The base pay excludes benefits and allowances, bonuses, profit sharing arrangements, commissions, consultant fees, extra or overtime payments, overseas differential or quarters, cost of living or dependent education allowances, etc.
- (b) Setting Salaries: The reasonableness of proposed salaries will be evaluated applying the factors set forth in the applicable cost principles (FAR Part 31) and AIDAR 752.7007. In addition to these factors, the Contracting Officer will consider the "market value" of each proposed position and the associated minimum qualifications as defined in the solicitation. The reasonableness of compensation (salaries) will be determined by the Contracting Officer.

Salaries and wages must be reflective of the "market value" for each position along with salary history. Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. As well, no individual salary or wage may exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years without the approval of the Contracting Officer. In the

instance where the Offeror/Contractor believes that a particular salary cannot be accommodated within the “market value”, the Offeror/Contractor bears burden of factually substantiating the need to exceed the established value or ceiling. Such presentation may not solely rest upon prior salary history and/or organizational policy.

- (c) Initial Salaries: The initial actual starting salaries of all US, TCN and CCN long-term professional employees whose salaries are charged as a direct cost to this Contract must be approved, in advance and in writing, by the Contracting Officer.

NOTE: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this Contract, and shall not serve to increase the total estimated cost or the obligated amount of this Contract, whichever is less.

Salary Ceiling: A ceiling has been established for international and CCN staff on the reimbursable base salary or wage paid to personnel under the Contract. For international staff, the ceiling is equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (AWCPAS) referred to as the USAID Contractor Salary Threshold (USAID CST), as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 “USAID Direct Contracting.” For CCN staff, the ceiling is the maximum salary under the USAID/West Bank and Gaza salary survey scale for CCNs (See Section H.19.2) as amended from time to time. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

- (d) Annual Salary Increases:

International Staff: One annual salary increase of not more than 5% (including promotional increase) may be granted after the employee’s completion of each twelve months of satisfactory services under the Contract. Annual salary increases of any kind exceeding these limitations, or exceeding USAID maximum SES established rate (AWCPAS), or the USAID CST, may be granted only with the advance written approval of the Contracting Officer.

CCN Staff: One annual salary increase of not more than 5% (including promotional increase) may be granted after the employee’s completion of each twelve months of satisfactory services under the Contract. Annual salary increases of any kind exceeding these limitations, or exceeding the maximum salary under the USAID/West Bank and Gaza salary survey scale for CCNs (See Section H.31), may be granted only with the advance written approval of

the Contracting Officer.

(e) STTA and Consultants:

International Consultants: No compensation for consultants will be reimbursed unless their use under the Contract has advance written approval of the Contracting Officer. If such approval is requested, the contractor must ensure that compensation does not exceed: (1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the USAID SES established rate (AWCPAS), whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

Local Consultants: No compensation for consultants will be reimbursed unless their use under the Contract has advance written approval of the Contracting Officer. If such approval is requested, the contractor must ensure that compensation does not exceed the maximum salary under the USAID/West Bank and Gaza salary survey scale for CCNs. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

(f) Special Provision Regarding Cooperating Country Nationals Employed by the Contractor to Work Exclusively Under this USAID Contract:

This USAID Contract is for a specified period as set forth in Section F.2, also referred to as the Contract period of performance. Accordingly, USAID considers cooperating country nationals (CCNs) employed by the Contractor exclusively to work under this Contract as employed by the Contractor for a specified or fixed period. The Contractor, however, at its sole discretion, may employ CCNs to work exclusively under this Contract for either a specified period (a specified period employee) or for an unspecified period (a permanent employee), in accordance with local laws. If the Contractor elects, at its sole discretion, to employ CCNs to work exclusively under this fixed period contract for an unspecified employment period, the Contractor will be responsible for the payment of any benefits that may be due and owing such employees under local laws if the Contractor then elects, at its sole discretion, to terminate their employment at the conclusion of this contract. The USAID Contracting Officer will determine which costs, if any, associated with the Contractor's termination of a CCN under an unspecified period employment agreement are allowable and allocable costs under this Contract in accordance with the cost principles set forth in FAR Part 31.

(g) Salaries During Travel

Salaries and wages paid while in official travel status will not be reimbursed

for a travel period greater than the time required for travel by the most direct and expeditious air route.

(h) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(i) Work Week

(1) Non-overseas Employees: The length of the Contractor's U.S., non-overseas employees workday must be in accordance with the Contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employees: The work week for the Contractor's overseas employees must not be less than 40 hours and will be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this Contract.

(3) Short-Term Technical Assistance (STTA): A six-day workweek is authorized for STTAs; however, premium pay is not authorized.

## **H.16 CONSENT TO SUBCONTRACT**

All subcontracts included in the proposal will remain subject to the Contracting Officer's prior written consent during award administration. Prior to the award of subcontracts, the Contractor must request the Contracting Officer written consent and submit the necessary information as required by FAR clause 52.244-2.

## **H.17 GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

- (a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the Contracting Officer.
- (b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or

personnel used by the Contractor, as determined by the contracting officer.

- (c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes clauses of the contract.

#### **H.18 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)**

- (a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.
- (b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.
- (c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.
- (d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.
- (e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

#### **H.19 USAID WEST BANK & GAZA SPECIAL PROVISIONS**

##### **H.19.1 RESTRICTION ON FACILITY NAMES**

- (a) No assistance will be provided under this contract for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of

persons, the Contractor will provide to USAID's Contracting Officer Representative (COR) written information about the person(s) or group and will not proceed with the assistance unless or until the COR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.

- (b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Contractor with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.
- (c) This provision, including this paragraph (c), will be included in all contracts, subcontracts, grants and subgrants issued under this contract. Upon request, the Contractor will promptly provide to USAID's Contracting Officer a copy of the pages from each subaward that contain this provision.

### **H.19.2 USAID/WEST BANK AND GAZA NOTICES**

The Contractor must fully comply and adhere to all USAID West Bank and Gaza Mission Notices to Contractors and Grantees. The notices are posted on the USAID West Bank and Gaza website under "Partnership Opportunities," and can be also found under the following link: <https://www.usaid.gov/west-bank-and-gaza/partnership-opportunities>.

### **H.19.3 REPORTING OF FOREIGN TAXES**

- (a) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.

- (b) Contents of Report.

- (i) Contractor name.
  - (ii) Contact name with phone, fax and email.
  - (iii) Award number(s); separate report needs to be provided for each award.
  - (iv) Amount of foreign taxes assessed by the Palestinian Authority on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
  - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.
  - (vi) Any reimbursements on the taxes reported in (iv) received by the recipient through March 31. Any refund from the Palestinian Authority that is received directly by the awardee must be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as

included in the claim.

(vii) Reports are required even if the Contractor did not pay any taxes during the report period.

(viii) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes only a Palestinian Authority entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports by either of the following means: email attachment (preferred): [579vat@usaid.gov](mailto:579vat@usaid.gov) or fax to 972-3-511-4888, attention Mr. Issa Hanna.

(e) Sub Agreements. The awardee must include this reporting requirement in all applicable subcontracts, subgrants and other sub agreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>

#### **H.19.4 SUBCONTRACTING WITH GOVERNMENT OR QUASI-GOVERNMENT ENTITIES**

No subcontracting with any government or quasi-government entity will be conducted under this Contract unless specifically authorized by USAID in accordance with ADS 302.3.3, "Contracting and Subcontracting with a Foreign Governmental Organization."

#### **H.19.5 PROHIBITION AGAINST SUPPORT FOR TERRORISM**

(a) The Contractor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.

(b) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of

assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank and Gaza from time to time. No approval (or failure to disapprove) by USAID will relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.

- (c) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting Officer will provide written instructions to the Contractor to terminate the subaward.
- (d) USAID reserves the right to terminate this contract if USAID determines that the Contractor is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.
- (e) This provision, including this paragraph (f), will be included in all contracts, subcontracts, grants and subgrants issued under this contract. Upon request, the Contractor will promptly provide to USAID's Contracting Officer a copy of the pages from each subaward that contain this provision.

In addition to the clauses set forth above, the following clause will appear in each award made by a USAID prime Contractor.

- (f) The Contractor agrees to promptly notify USAID's Contracting Officer's Representative (COR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

Before awarding any grant or similar instrument providing cash or in-kind assistance under this contract, the Contractor will (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Contracting Officer.



**H.19.6 PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY**

U.S. legislation provides that none of the funding under this Award may be “obligated or expended with respect to providing funds to the Palestinian Authority.”

In accordance with that prohibition, the Contractor will not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Contract.

This provision will be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Contract. Upon request, the Contractor will promptly provide to USAID’s Contracting Officer a copy of the pages from each sub award that contains this provision.

**H.19.7 VAT AND CUSTOMS DUTIES**

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this Contract by the Contractor and by non-local subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph (a) of FAR 52.229-8, Taxes--Foreign Cost-Reimbursement Contracts (3/90), Palestinian VAT and Palestinian and Israeli customs duties shall not constitute allowable costs under this Contract. There are no exemptions from VAT imposed by the GOI. Therefore, Israeli VAT is an allowable cost under this Contract.

The Contractor and any non-local subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale. USAID will assist the Contractor to register with the PA and obtain zero percent (0%) VAT status from the PA. The Contractor shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices

When Israeli VAT is paid, and in cases where Palestinian VAT cannot be avoided, the Contractor shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID’s Financial Management Office on a monthly basis to enable USAID to obtain VAT refunds from VAT authorities. The Contractor is responsible for ensuring that subcontractors and subgrantees comply with this requirement. All VAT claims for subcontractors and subgrantee shall be submitted to USAID through the Contractor. *(Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees attached as Attachment J-2)*

With each monthly statement (progress payment invoice / request), the Contractor will furnish USAID as part of the required supporting documentation and in addition to the monthly submissions as discussed in the previous paragraph, a copy of all certified Israeli and Palestinian VAT tax receipts showing the portion of the amount of progress payment requested which is attributable to VAT taxes paid to local subcontractors from amounts earned and requested for payment.

"Non-local subcontractors" mean subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

#### **H.19.8 USAID/WEST BANK AND GAZA AGENCY CONTRACTED AUDITS (ACA)**

Since Fiscal Year 2003, the U.S. Congress has mandated in its annual appropriations laws that USAID will ensure that Federal and non-Federal audits of all Contractors and grantees, and significant sub-Contractors and sub-grantees, under the West Bank and Gaza (WBG) Program are conducted at least on an annual basis.

The Contractor and significant subawardees under this award are thus required to adhere to this requirement and are subject to audit at least annually under the WBG Agency Contracted Audit (ACA) program. The USAID/WBG/Office of Financial Management (OFM) is responsible for managing the Mission's ACA program. USAID/WBG/OFM will annually solicit information from Contractors with regard to their program implementing subawards to identify those subawardees which are subject to audit.

To fulfill the annual audit requirements, USAID/WBG will contract with an independent audit firm that has been approved by the Regional Inspector General/Frankfurt to perform these audits and will issue an audit notification letter to the Contractor outlining the process, period of audit and time frame. The financial audit will be conducted within generally accepted government auditing standards (GAGAS) and will focus on the program activities contained within this award.

By signing this award, the Contractor affirms it will comply with Mission audit guidelines and requirements and will cooperate fully with the audit firm selected by USAID. Failure to comply with the Mission audit procedures or respond to an initiation of an audit, or failure to cooperate with the Mission financial management staff or selected audit firm on the annual audit may be cause for action by the Mission. The Contractor and all sub-awardees must maintain complete records and proper documentation pertaining to their awards for auditing purposes.

#### **H.19.9 USAID/WEST BANK AND GAZA MISSION ORDER NO. 21**

The Contractor must comply with the Mission's updated anti-terrorism policies and procedures as stated under the revised Mission Order No. 21 (Mission Notice No. 2007-WBG-26) and any amendments thereafter. Refer to Mission Order 21 dated October 3,

2007 issued to USAID WBG Contractors and Grantees attached as ATTACHMENT J-3.

## **H.20 ENVIRONMENTAL COMPLIANCE AND REQUIREMENTS**

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment should be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in ADS Parts 201.5.10 and 204 (<https://usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

The activities described in the Statement of Work under this contract have been categorically excluded from further environmental review pursuant to 22 CFR 216.2(c)(1). An Initial Environmental Examination (IEE) has been approved by the Bureau Environmental Officer (BEO) for this Program and for activities to be undertaken herein (IEE number ME 17-06).

## **H.21 SCHEDULE AND COST DEVIATION**

Should the schedule or costs of any of the activities, services or deliverables provided in this contract deviate from the contractual timeframes and/or costs, the Contractor must immediately submit to the COR, with a copy to the Administrative Contracting Officer, a cost and/or schedule recovery plan. Contracting Officer (CO) approval is required for any deviations from the Contract.

## **H.22 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206)**

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures if the Contractor has been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

## **H.23 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

The Contractors will use the e-SRS to comply with the reporting requirement in FAR clause 52.219-9 "Small Business Subcontracting Plan" which will be made as part of this contract. Contractor will electronically route summary paper SF 295 report to the office of Small Disadvantaged Business (OSDBU) and electronically enter the SF 294 information into e-SRS ([www.esrs.gov](http://www.esrs.gov)). The Contractor's subcontracting plan dated [TBD] is hereby incorporated as a material part of this contract.

**H.24 PARTICIPANT TRAINING**

In accordance with ADS 253, all participant training programs and subprograms, directly or indirectly funded by USAID, must be reported by the Contractor in the Agency's Training Results and Information Network (TraiNet). The Contractor is required to comply with all reporting and documentation requirements stated in ADS 253. In addition, the Contractor is required to report on training program and sub-program expenditures under the three cost categories captured by TraiNet: Instruction, Participant/Trainee and Travel in accordance with ADS 253.3.3.

The Contractor is required to comply with all the policies and procedures in accordance with ADS 252 for any participant training programs or subprograms that are conducted in the U.S.

Participant training conducted in countries other than the U.S. or the cooperating country must comply with the requirements for third country training set forth in ADS 253.3.5.

In-Country Training is defined as training conducted for host country residents in Gaza, the West Bank, East Jerusalem, or in Israel.

Third-Country Training is defined as training conducted for host country residents at a location other than Gaza, the West Bank, East Jerusalem, Israel, or the U.S.

**H.25 INTERNATIONAL TRAVEL APPROVAL**

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR "752.7027 PERSONNEL (DEC 1990)" (incorporated by reference in Section I of the Contract) and AIDAR "752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)" (incorporated below), the Contracting Officer hereby provides prior written approval for long-term personnel travel included in the detailed award budget, or modification thereof, provided that the Contractor obtains the Contracting Officer's Representative's prior written concurrence for the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this Contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor must retain for audit purposes a copy of each travel concurrence. The Contracting Officer may rescind this delegation at any time upon written instructions to the Contractor.

**H.26 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION**

- (1) This Contract calls for the Contractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR

OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. This preclusion will apply to any such awards made within 18 months of USAID accepting the report, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

- (2) Due to the scope of proprietary information that will be gathered on the USAID/West Bank and Gaza Mission's entire portfolio, the Contractor will be disqualified from pursuing any solicitations or opportunities for grants or contracts for implementation services issued by the Mission from the time of contract issuance until 18 months after the end date of the contract. Sub-Contractors that are separate legal entities and do not perform substantive work under this contract under this contract may pursue solicitations or opportunities for grants or contracts issued by the Mission for implementation services, provided that no work under this contract is related in any way to the solicitation/opportunity which it is pursuing, as determined by Contracting Officer unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest.
- (3) Any current USAID West Bank and Gaza Mission implementing partner, contractor or grantee, shall be disqualified from pursuit of work under this solicitation, either as a prime or as subcontractor, if the assignment under the resulting contract is related whatsoever to the contractor or grantee's current award, as determined by the Contracting Officer. The Head of the Contracting Activity, in consultation with USAID's Competition Advocate, may authorize a waiver (in accordance FAR 9.503) in determining that preclusion of the Contractor from the contract would not be in the Government's interest.
- (4) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.
- (5) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary (in the form of a written agreement), and must refrain from using the information for any purpose other than that for which it was furnished. THE

CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

## **H. 27 SECURITY CONDITIONS**

The Contractor must be aware of security conditions in the West Bank and Gaza, and by entering into a contract with USAID, assumes full responsibility for the safety and security of its employees. Prior to commencing work, the Contractor must ensure that it has adequate procedures in place to advise its employees of situations or changed conditions that could adversely affect their security. In order to keep abreast of security conditions in the region, the Contractor must seek information from all available sources for all areas in which its employees work or travel.

The Contractor acknowledges that security conditions are subject to change at any moment, that the U.S. Government cannot guarantee the accuracy of any information that it may provide to the Contractor and that USAID assumes no responsibility for the reliability of such information. The Contractor has the sole responsibility for managing all travel plans identified in the contract's approved budget for its employees and/or their dependents traveling to post if allowed by the Contractor's personnel internal policies while adhering to the contract's terms and conditions.

The Contractor will also be responsible for its U.S. citizen employees, consultants and ensuring its subcontractor employees are registered with the State Department's Smart Traveler Enrollment Program (STEP) and for immediately notifying USAID West Bank and Gaza and the American Citizen Services section in the event a U.S. citizen employee does not return from travel or does not report to work as expected. In the event that USAID requests the Contractor to do so, the Contractor's Chief of Party (COP) will assume responsibility for contacting all of its employees, consultants and sub-contractors. The Contractor must provide to the USAID COR the name, nationality, current address, and current home and/or cellular telephone number of the COP, an alternate designated employee and a designated headquarters employee. The Contractor will be responsible for ensuring that the information on file in the USAID West Bank Gaza's Partner Contact List is up-to-date so that in the event of an emergency, the COP or an alternate representative can be reached immediately and s/he can rapidly contact all other affected employees.

**[END OF SECTION H]**

**PART II****SECTION I – CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

***FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)***

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER	OCT 2015
52.203.16	PREVENTING PERSONAL CONFLICT OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR	OCT 2015

## DEBARMENT

52.209-9	UPDATE OF PUBLICITY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION	NOV 2015
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.215 14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED-FEE	JUN 2011
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2016
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-37	EMPLOYMENT REPORTS VETERANS	FEB 2016
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.223-18	ENCOURAGING CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR	MAY 2011



	MISSION OUTSIDE THE UNITED STATES	
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES- FOREIGN COST REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT	JUL 2013
	ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD-ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2017
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984

52.253-1	COMPUTER GENERATED FORMS	JAN 1991
<b><u>AIDAR 48 CFR Chapter 7</u></b>		
752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.216-70	AWARD FEE	MAY 1997
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.219-70	USAID MENTOR-PROTE'GE' PROGRAM	JUL 2007
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.222.71	NONDISCRIMINATION	JUN 2012
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR 2015
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	JUL 1997
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7036	IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	JUL 2014

752.7037

CHILD SAFEGUARDING STANDARDS

AUG 2016

752.7038

NONDISCRIMINATION AGAINST END-USERS  
OF SUPPLIES OF SERVICES

OCT 2016

**I.2 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)**

(a) *Definition.* “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(c) If an Offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_

Manufacturer's Name \_\_\_\_\_

Source's Name \_\_\_\_\_

Item Name \_\_\_\_\_

Service Identification \_\_\_\_\_

Test Number \_\_\_\_\_

(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an Offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the Offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an Offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

### **I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within \_\_\_\_\_ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_\_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months) (years).

### **I.4 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages *[to be inserted at time of award]*, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “rights in Data – General” clause contained in this contract) in and to the technical data contained in the proposal dated *[to be inserted at time of award]* upon which this contract is based.

### **I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

USAID: <http://www.usaid.gov>

FAR: <https://www.acquisition.gov/far/>

AIDAR: <http://www.usaid.gov/policy/ads/300/aidar.pdf>

ADS 300: <http://www.usaid.gov/policy/ads/300/>

**[END OF SECTION I]**

**PART III List of Documents, Exhibits, and Other Attachments****SECTION J – LIST OF ATTACHMENTS**

<b>ATTACHMENT #</b>	<b>TITLE</b>
ATTACHMENT J 1:	Small Business Subcontracting Plan Template
ATTACHMENT J 2:	VAT Guidance
ATTACHMENT J 3:	Mission Order 21
ATTACHMENT J 4:	Evaluation SOW Requirements
ATTACHMENT J 5:	How to Prepare an Evaluation Report
ATTACHMENT J 6:	USAID Evaluation Report Template
ATTACHMENT J 7:	Evaluation Methodology

You have received this document through the [www.fedbizopps.gov](http://www.fedbizopps.gov) Internet site.

**USEFUL LINKS:**

1. U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT:  
<http://www.usaid.gov/>
2. USAID AUTOMATED DIRECTIVES SYSTEM (ADS):  
[www.usaid.gov/pubs/ads](http://www.usaid.gov/pubs/ads).
3. SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL <https://www.usaid.gov/forms/sf-1034>
4. USAID/West Bank and Gaza Mission website: <http://www.usaid.gov/wbg/>
5. DEVELOPMENT EXPERIENCE CLEARINGHOUSE  
<https://dec.usaid.gov/dec/home/Default.aspx>

**\*Note:** Some of the above forms can also be accessed electronically at <https://www.usaid.gov/forms>

**[END OF SECTION J]**

**PART IV- REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

***FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)***

<b><u>NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-19	INCORPORATION BY REFERENCE OF CERTIFICATION AND REPRESENTATIONS	DEC 2014
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATION -REPRESENTATION	NOV 2015
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	OCT 2015
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016

**K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2016)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990

(2) The small business size standard is \$15Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this

solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to

invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the



provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

### **K.3 52.204-18 OWNERSHIP OR CONTROL OF OFFERORS (JUL 2016)**

(a) *Definitions.* As used in this provision-

*Commercial and Government Entity (CAGE) code* means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: ☐

Immediate owner legal name: ☐ (**Do not use a "doing business as" name**)

**K.4 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)**

(a) *Definitions.* As used in this provision-

*Commercial and Government Entity (CAGE) code* means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(c) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(d) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [(or mark "Unknown")].

Predecessor legal name: [(Do not use a "doing business as" name)].

**K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes

administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

#### **K.7 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if

contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that- Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

The Offeror represents that-

It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months

#### **K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that-

It [ ] has, [ ] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

It [ ] has, [ ] has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subContractors, will be obtained before subcontract awards.

#### **K.9 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement—Cost Accounting Practices and Certification**

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:



Date of Disclosure Statement: \_\_\_\_\_  
 Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. Cost Accounting Standards—Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### **III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\_\_\_\_\_ Yes \_\_\_\_\_ No

#### **K.10 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the Offeror checked "Yes" above, the Offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

#### **K.11 INSURANCE - IMMUNITY FROM TORT LIABILITY**

The Offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

#### **K.12 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

The offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

\_\_\_\_\_  
\_\_\_\_\_

**K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The Offeror represents that—

(a) It has developed and has on file, or has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K. 14 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_  
Offer/Proposal No. \_\_\_\_\_  
Date of Offer \_\_\_\_\_  
Name of Offeror \_\_\_\_\_  
Typed Name and Title \_\_\_\_\_  
Contact Information (Phone, Fax, Email) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**[END OF SECTION K]**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

USAID: <http://www.usaid.gov>  
 FAR: <https://www.acquisition.gov/far/>  
 AIDAR: <http://www.usaid.gov/policy/ads/300/aidar.pdf>  
 ADS 300: <http://www.usaid.gov/policy/ads/300/>

***FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)***

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
	ALTERNATE I	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY	
	CODE REPORTING	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY	
	CODE MAINTENANCE	JUL 2016
52.215-1	INSTRUCTIONS TO OFFERORS—	JAN 2017
	COMPETITIVE ACQUISITION	
	ALTERNATE I	OCT 1997
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-22	LIMITATIONS ON PASS-THROUGH	
	CHARGES IDENTIFICATION OF	
	SUBCONTRACT EFFORT	OCT 2009
52.222-46	EVALUATION OF COMPENSATION FOR	
	PROFESSIONAL EMPLOYEES	FEB 1993
52.222-56	CERTIFICATIONS REGARDING	MAR 2015
	TRAFFICKING IN PERSONS	
	COMPLIANCE PLAN	

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Plus-Fixed Fee Completion contract resulting from this solicitation.

**L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), will be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Jason Gilpin, Contracting Officer  
USAID/West Bank Gaza  
Office of Contracts Managements (OCM)  
10<sup>th</sup> Floor, 25 Hamared Street,  
Tel Aviv, Israel  
Fax: + 972-3-511-4888  
Phone: + 972-3-511-4874

Mailing Address:

Jason Gilpin, Contracting Officer  
Office of Contracts Managements (OCM)  
USAID c/o U.S. Embassy  
9700 Tel Aviv Place  
Washington DC 20521-9700

(b) The copy of any protest will be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest will also be faxed to Mr. William Buckhold at USAID's Office of General Counsel (GC/LE) at (202) 216-3058.

**L.4 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The U. S. Government anticipates awarding one contract as a result of this Solicitation. This Solicitation is not a small business set-aside; however, small business participation **is highly encouraged**. The Agency reserves the right to award more awards than the anticipated number of contracts stated above.

(b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. If an Offeror does not understand the instructions in this Solicitation, then it must write to the Contracting Officer for questions and clarification as instructed in the cover letter of

this solicitation in order to obtain an answer in time to meet that deadline. All Offerors shall submit a proposal directly responsive to the terms and conditions of this RFP.

(c) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Contractor's institution.

(e) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33;
- (2) Submission of proposed costs/prices and indirect cost information as required by Section L of this RFP;
- (3) Completion of electronic annual representations and certifications at SAM accessed via <https://www.acquisition.gov> as well as any other "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- (4) Submission of information required by Section L or any other section of this RFP.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(f) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

(g) Questions: Questions in response to this solicitation must be submitted in writing only to Ms. Miada Younis, Acquisition and Assistance Specialist at [myounis@usaid.gov](mailto:myounis@usaid.gov) and to Mr. Jason Gilpin, Contracting Officer, at [jgilpin@usaid.gov](mailto:jgilpin@usaid.gov) by **February 21, 2017, 11:59PM Jerusalem**. Please see Section L.6.a for more information on questions and answers.

(h) Proposals will remain available for acceptance by USAID for a minimum of **one hundred and sixty (160) days** from the date received by USAID.

(i) Discussions/Revised Proposals. If the Contracting Officer determines a competitive range is necessary, the Contracting Officer may elect to proceed with discussions in addition to revised proposals.

**L.5 PROPOSAL SUBMISSION****(a) Proposals in Response to this Solicitation**

All proposals in response to this solicitation are due to the USAID/WBG, Office of Contracts Management by the closing date and time specified on the cover letter.

The proposals must be submitted in two separate parts (two separate files): (a) technical proposal and (b) cost proposal. Both proposals must be page numbered and contain a table of contents. The sections and annexes in the technical and cost proposals must be listed in the table of contents.

The Technical Proposal must address technical aspects only while the Business (Cost) Proposal must present the costs and address related issues such as responsibility. Proposals must be signed by an official who is authorized to bind the organization.

The proposals must be submitted in the following manner:

**Electronic responses are required for this solicitation via email.**

The offeror must submit the proposal via e-mail with up to 20 MB limit per email. Multiple emails may be sent to accommodate the proposal size and content, but the subject line of each email must clearly state the solicitation number and sequence of emails. Each email must contain very clear identification of the attachment and instructions for assembling the proposal. Attachments must be sent in searchable Adobe Acrobat portable document format (.pdf). Cost proposals must also be submitted in Microsoft Excel format with unlocked formulas. Zipped files attachments are not allowed.

Offerors are instructed to submit technical and cost proposals in response to the RFP as separate emails following the guidance provided herein to the email addresses: [myounis@usaid.gov](mailto:myounis@usaid.gov) and [jgilpin@usaid.gov](mailto:jgilpin@usaid.gov)

The subject line for every email must be formatted as follows:

Evaluation, Assessments, Performance Monitoring & Program Support Services  
SO- 294-17-000003 *Offeror's name* TECHNICAL proposal EMAIL: 1 of XX

Evaluation, Assessments, Performance Monitoring & Program Support Services  
SOL-294-17-000003 *Offeror's name* COST proposal EMAIL: 1 of XX

Only electronic submissions of Proposals will be accepted for receipt under this solicitation. Proposals must be received by the closing date and time indicated in the cover letter. If the Offeror does not receive a confirmation of receipt within four hours, they should email the above addresses to request receipt confirmation.

The Offeror is requested to submit a proposal that is directly responsive to the terms, conditions, specifications and provisions of this solicitation. The complete submission of

all requested items will constitute the offer. Failure or refusal to assent to any of the terms and conditions of this solicitation, imposition of additional conditions or any material omission may constitute a deficiency, which may make the proposal unacceptable, thereby eliminating the proposal from further consideration.

Late proposals are subject to the restrictions set forth in FAR 15.208. **Offerors are responsible for ensuring timely delivery of proposals.**

## **L.6 OFFEROR'S RESPONSIBILITIES**

### **(a) Questions & Answers**

Offerors are expected to review, understand, and comply with all aspects of the RFP. Failure to do so will be at the Offeror's risk. Any prospective Offeror desiring an explanation or interpretation of this RFP must request it in writing soon enough to allow a reply to reach all prospective Offerors before submission of their proposal. For this purpose, written inquiries may be submitted via email, identifying RFP number **SOL-294-17-000003** to [myounis@usaid.gov](mailto:myounis@usaid.gov) and [jgilpin@usaid.gov](mailto:jgilpin@usaid.gov) no later than **February 21, 2017, 11:59PM Jerusalem**. Any and all inquiries must be submitted no later than the designated date and time as specified in the cover letter of this RFP.

After all written questions/inquiries are received, the Mission will post all Q&A on FBO.gov to disseminate answers and take any remaining inquiries. **The Mission may elect to host a teleconference to disseminate questions and answers if it chooses to do so. If you would like to attend such teleconference please submit an inquiry to [myounis@usaid.gov](mailto:myounis@usaid.gov) and [jgilpin@usaid.gov](mailto:jgilpin@usaid.gov) (as you would a question) stating your interest to attend.** After such teleconference, if held, the substantive questions, answers and information from the teleconference that the Contracting Officer deems pertinent to the solicitation will be subsequently posted on FBO.gov.

### **(b) Required Labeling**

Offerors must include on both the technical and the cost proposal cover pages:

- (1) printed or typed name and title of the authorized representative; *and*
- (2) the name, title, address, phone and email address of the person who may be contacted during the proposal evaluation period and possible negotiations leading to award.

Offerors must ensure that the authorized representative prints or types his or her name and title as well as signs the technical and cost proposal cover pages, respectively. Erasures or other changes must also be initialed by the person signing the proposal. Proposals signed by an agent must be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. Similarly, the cost volume of the Offeror's proposal must identify the individual(s) having authority to bind the Offeror. Offerors providing data they do not want disclosed to the public for any purpose or used by the USG except for evaluation purposes, must mark the title page with the following legend:



*“This proposal includes data that shall not be disclosed outside the USG and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the USG shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the USG’s rights to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];”*

and Mark each sheet of data it wishes to restrict with the following legend:

*“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”*

Offerors must retain one copy of their proposal and all enclosures that accompany it for their records.

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

The technical proposal must be entirely separate from the cost proposal and it must not include cost/price information in the content of the technical proposal. The technical proposal must be organized by the technical evaluation criteria listed in Section M.

The technical proposal will be submitted in two volumes per the following instructions:

- Volume I: Volume I will consist of the Offeror’s complete technical proposal along with all required supporting documents, certifications and annexes described in Sections L.7.a and L.7.b of this RFP.
- Volume II: Volume II will consist of the Offeror’s complete cost proposal and will be in accordance with the instructions described in Section L.7.c.

### **(a) ORGANIZATION OF TECHNICAL PROPOSAL VOLUME I**

Offerors will submit a complete technical proposal titled “Volume I: Technical Proposal for SOL-294-17-000003.”

The Technical Proposal for Volume I is limited to 15 pages and must be written in English. USAID will not evaluate information submitted above this page limit. Do not use a type smaller than 11 point font, or the proposal will be eliminated. Offerors must use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively.

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the page limitation.

**NOT** included in this page limitation (15 pages) are the following:

- Title Page
- Cover Letter
- Table of Contents
- Acronym list
- Executive Summary
- Resumes for proposed key personnel
- Contractor Performance Reports and Information
- Management Structure Organizational Chart(s)
- Past performance matrix and past performance report forms, references, Past Performance information in using small business concerns (per Section L)  
<https://www.usaid.gov/documents/1868/past-performance-matrix>
- Annexes A, B, C, D, E & F, as specified in Section L.7 (b)

All information from appendices must be referenced in the technical proposal and summarized and included in the annex section.

#### **(b) CONTENT OF TECHNICAL PROPOSAL VOLUME I**

Offerors must organize the technical proposal to adhere to the following outline:

- I. Cover Page
- II. Table of Contents, listing all page numbers and attachments
- III. Executive Summary
- IV. **Institutional Capability, Staffing, Partnering and Management Approach**
- V. **Evaluation Approach**
- VI. **Past Performance**
- VII. Annexes:
  - Annex A–Illustrative Work Plan and Project Monitoring and Evaluation Plan
  - Annex B – Resumes (Key Personnel)
  - Annex C – Letters of Commitment (Key Personnel)
  - Annex D – Past Performance Chart
  - Annex E – SF-294 Form (Subcontracting Report for Individual Contracts)
  - Annex F – Evaluation Methodology (10 pages maximum)

The Technical Proposal will include the following sections which are included in the 15 page limit (except as noted):

#### **1. Cover Page (1 page maximum – NOT included in the page limit)**

Include with the name of the organization involved in the proposal, any proposed subcontracts listed separately. In addition, the Cover Page must include information

about a contact person for the proposal, including this individual's name (both typed and his/her signature), title or position with the organization, address, telephone, fax and email address.

**2. Executive Summary (3 pages maximum – NOT included in the page limit)**

Briefly describe how the Offeror proposes to accomplish the statement of work on time, with high quality, reasonable cost and client satisfaction. Briefly describe the technical and managerial resources of the Offeror's organization and describe how the overall contract will be managed.

**3. Institutional Capability, Staffing, Partnering and Management Approach (See Section M. 2.1)**

Extent to which the Offeror and its subcontractors convincingly demonstrate combined institutional capability to successfully and effectively implement the proposed project.

The Offeror must demonstrate that it has the institutional capacity and experience managing similar work of comparable size, scale, duration, nature and complexity required to successfully, efficiently and effectively achieve the Statement of Work.

The Offeror's approach must demonstrate the Offeror's ability to rapidly build a team of local and international expertise, including subcontractors, that will enable the Contractor to support a utilization-driven comprehensive performance measurement, planning, performance monitoring and evaluation (PM&E) system, and provide technical guidance to USAID/WBG and its implementing partners (IPs) to enable USAID/WBG to fulfill its performance monitoring, evaluation, reporting, and information-sharing obligations mandated in the Automated Directives System (ADS) and other Agency guidance.

The Offeror must demonstrate pre-existing relationships and/or new/ongoing relationships and/or market knowledge of local businesses and organizations in the West Bank, Gaza and East Jerusalem. The Offeror should also demonstrate how it and its subcontractors will work collaboratively with Mission staff and the Mission's implementing partners (IPs) to provide fast, flexible, robust and rigorous evaluation, surveys/assessments, analysis and other related support under the contract.

In addition, the Offeror must demonstrate how it will provide the needed support in conducting evaluations, studies or any of the other required tasks between local and international consultants, short and long term instruments/arrangements, and how it will maintain its cost structure, etc. in a manner efficient and reasonable to the U.S. Government.

**Key Personnel**

Offerors must propose the three Key Personnel specified in Section F.8. The proposed key personnel should complement each other's skills and qualifications that results in a

strong overall key personnel team.

The contract resulting from this solicitation will include a key personnel clause. Key personnel are those individuals whose performance is critical to the success of the contract. Offerors will identify the individual proposed for each key position (see below) and submit a complete and current resume (not to exceed three pages in length) for the proposed candidate for each position (Annex B). These resumes will highlight information to demonstrate the qualifications listed in Section F.8. The work experience should be presented chronologically and must contain sufficient details to enable the technical review team to evaluate the qualifications and appropriateness of technical background and academic credentials. Offerors will also submit four (4) references for each proposed candidate, with complete and current contact information (including e-mail addresses). Offerors must ensure that references are prepared to respond promptly to email or telephone inquiries. Offerors should not provide references from the candidate's own employer but rather from individuals external to the candidate's own organization. USAID reserves the right to seek references from sources other than those provided by the Offeror.

For proposed key personnel, Offerors must include as part of its Proposal a letter of commitment (Annex C) signed by the respective candidate confirming their intention to serve in the stated position, their present availability to serve, the number of days from contract award date needed in order to assume position responsibilities, the length of time they are committing to serve in the position, in addition to a confirmation that an agreement has been reached between the individual and Offeror concerning the salary that is reflected in the cost proposal.

#### **4. Evaluation Approach (See section M.2.2)**

Offerors will briefly discuss their evaluation capabilities in the Technical Proposal (page limit 15 pages). However, the following Evaluation Methodology will be included as an Annex, and is expected to speak to the Offeror's technical capability in this area.

Offerors must include in their technical proposal an Evaluation Methodology of the **Palestinian Municipal Development Project (PMDP)** to demonstrate their technical capability and evaluation approach. A SOW and Instructions for the **Palestinian Municipal Development Project (PMDP)** to be evaluated, which includes a brief project description, background, and evaluation questions can be found in Attachment J-7.

Offerors are required to design a final project evaluation, including the Evaluation Methodology, level of effort, and proposed evaluation team. The evaluation approach for the **Palestinian Municipal Development Project (PMDP)** must not be longer than 10 pages and will be included as an annex to the Offeror's Technical Proposal (Annex F). CVs must be provided for the proposed evaluation team and must not exceed one page each. CVs will not be counted towards the 10 page total.

The Proposed Evaluation Methodology (Annex F) must include the following sections:

A. Proposed Design/Methods.

The Offeror must identify evaluation method(s) that will generate the highest quality and most credible evidence on each evaluation question, taking time, budget, and other practical considerations into account and specify methods with sufficient detail. Be transparent about which methods are associated with each question. Include any expectations about specific methods or the scale of data collection efforts, including sampling procedures, where appropriate, e.g., random sample, quota or criteria sample.

The evaluation design must include: (1) a detailed evaluation design matrix that links the Evaluation Questions in the SOW to data sources, methods, and the data analysis plan; (2) draft questionnaires and other data collection instruments or their main features; (3) list of potential interviewees and sites to be visited and proposed selection criteria and/or sampling plan (must include calculations and a justification of sample size, plans as to how the sampling frame will be developed, and the sampling methodology); (4) known limitations to the evaluation design; and (5) a dissemination plan.

Offerors must include timeframe and schedule for conducting the evaluation, logistics and any security issues or procedures that may apply.

The Offeror must include a Data Analyses Plan that will include quantitate and qualitative collection and analysis tools. The Offeror will describe how data collected on evaluation questions will be analyzed. Consider what types of descriptive statistics or analysis of narrative data are desired. Be clear about which analysis techniques are associated with each method and question.

B. Proposed Evaluation Team: Offerors must clarify expectations about the methodological and subject matter expertise and composition of the evaluation team, including expectations concerning the involvement of local evaluation team members. Since this is a Mock evaluation, the proposed team does not need to actually be available this year to support the evaluation, but each candidate must have a past or present relationship with the Offeror and also be aware that her/his name is being used in the proposal.

C. Summary Budget\* including direct costs only (LOE, hourly rates, travel and other direct costs). The Summary Budget must not exceed one page. Please note: this budget will be separated by USAID after submission for purposes of technical evaluation.

- D. Deliverables and Briefings: Specify the evaluation deliverable(s) and their timelines and logistics, including requirements for briefings with USAID, transfer of data to USAID and expectations concerning evaluation team involvement in the dissemination of evaluation results. Notify teams about USAID's expectations for the delivery of study data, code books, transcripts, and how each should be transmitted, e.g., flash drive, CDs.

\* The Summary Budget for the proposed Evaluation Methodology must be included in Annex F and should NOT be included as part of the Cost Proposal.

Offerors are requested to note that Attachments J-5 and J-6 are provided to clarify the process and structure of deliverable to be developed after award. Offerors may find helpful information and tools in these attachments when developing their response to this section; however, the structure of Annex F must follow the requirements outlined in section L.7.4.

## **5. Past Performance Information**

- (a) The Offeror (including all partners of a joint venture) must provide performance information for itself, the teaming arrangements, if any, and each proposed major subcontractor (one whose proposed cost exceeds 15% of the offeror's total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal, the five most recent and relevant contracts for efforts similar to the work in the subject proposal. If the organization has performed less than five relevant contracts all relevant contracts must be listed. The most relevant indicators of performance are contracts of similar size, scope, and complexity/diversity of tasks, and how recently they were performed.
2. For all contracts listed above that are not in CPARS, provide a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, explanation of relevance to the proposed acquisition and a description of the performance to include:
  - Scope of work or complexity/diversity of tasks,
  - Primary location(s) of work,
  - Term of performance,
  - Dollar value, and
  - Contract type, i.e., fixed-price, cost reimbursement, etc.

USAID recommends that offerors alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.

- (b) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is

not included in the page limitation.

(c) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).

- This section (d) is not applicable to offers from small business concerns.
- As part of the evaluation of performance in Section M of this solicitation, USAID will evaluate the extent the Offeror used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).
- In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:
  - Provide a narrative summary of the Offeror's use of small business concerns over the past three years. Describe how the Offeror actually used small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed- -substantive technical professional services, administrative support, logistics support, etc. Describe the extent of the Offeror's compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.
  - To supplement the narrative summary in (A), provide a list of three recent contracts for which the Offeror submitted subcontract reports to eSRS (FAR 52.219- 9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.
  - Provide the names and addresses of three SB concerns to contact for their assessment of the Offeror's performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to the Offeror, and the name of a contact person, his/her title, phone number, and e-mail address for each.

The following are to be included in the technical Proposal as an annex and will not be subject to the 15-Page limit:

- |         |   |
|---------|---|
| Annex A | – Illustrative Work Plan and Project Monitoring and Evaluation Plan |
| Annex B | – Resumes (Key Personnel)   |
| Annex C | – Letters of Commitment (Key Personnel)                             |
| Annex D | – Past Performance Chart  |
| Annex E | – SF-294 Form (Subcontracting Report for Individual Contracts)      |
| Annex F | – Evaluation Methodology  |

**Note:** Offerors may not include annexes other than those listed above

## **L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

(1) Extension Option(s)

In accordance with Section B.5 and with FAR Clause 52.217-8 “OPTION TO EXTEND SERVICES (NOV 1999)” included by reference in Section I, the Government may require continued performance of any services under the resultant contract through two one-year contract options, or smaller extensions as provided in other FAR clauses incorporated. Offerors must provide the same cost and pricing information for these contract options as provided for the three-year contract period, based on the information and requirements set forth below.

(2) Preparation of the Cost Proposal

Offerors will submit a complete cost proposal titled “Volume II: Cost Proposal for RFP 294-17-000003.”

Offerors must not include any cost information in any other volume of their overall proposal except Volume II. For the purposes of evaluating the cost proposal as submitted in response to the RFP, the Government will evaluate cost in accordance with Section M.4 of the RFP.

No page limit is established for the Cost Proposal.

**The Cost Proposal must at a minimum include the following information:**

**(a) Part 1 - Standard Form (SF) 33**

The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

**(b) Part 2 - Proposed Costs/Prices**

**A. Budget Preparation Guidance**

The Offeror must submit a summary budget for the contract base period and a summary budget for each contract option period. For the base period, the Offeror should assume the forecasted activity outlined in Section C.4. For the two option periods, the Offeror should assume Years 2 and 3 are precisely the same as years 4 and 5 in Section C.4. The summary budgets must reflect summary cost information for each of the major budget categories for each of the contract years separately and then include the total for the entire contract period, item by item in the last column of the spreadsheet.

The Offeror must also submit a detailed version of its summary budget for the contract base period and two option periods. For the base period, the Offeror should assume the forecasted activity outlined in Section C.4. For the two option periods, the Offeror should assume Years 2 and 3 are precisely like years 4 and 5 in Section C.4. This budget must reflect detailed individual cost line items for each of the contract years and then offer the



program total for the entire contract, item by item in the last column of the spreadsheet.

The cost/business proposal must be submitted in excel with unlocked formulas. Excel spreadsheets for the cost proposals could be presented in the format each Offeror finds most suitable provided that the spreadsheets are presented in a legible format

The proposed Level of Effort (LOE) for all technical and non-technical staff (long-term and short-term) must be detailed in two separate tables/spreadsheets that must be included in the cost proposal.

The Offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative must describe the nature of each individual proposed cost item and include a description of the basis of that particular cost estimate (current market estimates, current catalogue price, current vendor price quotes, how was it calculated.. etc.).

Narratives for the individual cost items must provide a discussion of any estimated future rates escalation where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

Any inconsistency (ies) between the technical proposal and the cost proposal shall be properly explained in the proposal.

#### B. Budget Line Items Headings

To undertake a meaningful comparison of cost, Offerors must use the following standard cost elements organized generally as presented below

##### **A. Direct Costs**

###### *A.1 Labor Costs*

- Salaries and Wages
- Fringe Benefits
- Consultants

###### *A.2 Travel & Allowances*

- Travel, Transportation, Per Diem and Miscellaneous (Visas, Inoculations, etc.)
- Allowances

###### *A.3 Other Direct Costs*

- Supplies
- Subcontract Costs\*

- Training (includes all types of training costs)
- Any Other Direct Costs

**B. Indirect Costs***B.1 Overhead**B.2 G&A***C. Total Estimated Cost****D. Fixed Fee (if any)****TOTAL ESTIMATED COST PLUS FIXED FEE**

\*For major subcontracts, ancillary budgets should be provided that include the same cost element, line item and annual breakdowns as required for the Offeror's budget, as applicable

**C. Budget Line Items Definitions****1. Salary and Wages: FAR 31.205-6 and AIDAR 752.7007**

Direct salaries and wages must be proposed in accordance with the Offeror's personnel policies, the prevailing market rates for the proposed position and the individual's salary history. Unit costs for each proposed position, key or not, must be expressed in an amount per work day with the corresponding level of effort (LOE) required for the position and then calculated to a total cost for each cost period where the salary must be applicable. Fully executed Biographical Data Sheets are required for each identified position (forms may be obtained at <https://www.usaid.gov/forms/aid-1420-17>) Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. Salaries proposed in excess of salaries exceeding the USAID Contractor Salary Threshold must be explained thoroughly (see: <http://www.opm.gov/oca/12tables/indexSES.asp>)

Offerors are encouraged to review Mission Notice No. 2011-WBG-10 for the West Bank and Gaza Mission/ Contractor local salary scale which can be found at <https://www.usaid.gov/west-bank-and-gaza/partnership-opportunities>

**2. Fringe Benefits - FAR 31.205-6**

If the Offeror has a fringe benefit rate that has been approved by an agency of the U.S. Government, such rate must be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the cost proposal must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

**3. Consultants – FAR 31.205-33**

Offerors must include information sufficient to determine the reasonableness of the cost of each consultant expected to be hired including a detailed breakdown of proposed costs.

Similar information must be provided for all consultants as is provided under the category for personnel. Exclusivity agreements are not requested nor required for consultants.

4. Travel, Transportation, and Per Diem - FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032

The cost proposal must indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem must be based on the Offeror's normal travel policies but may not exceed the DSSR. (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to Business Class Travel for Contractor's Employees and base cost/business proposals on current regulations.

5. Equipment and Supplies - Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units. For budgeting purposes, the assumption is that no equipment or any government property will be furnished to the Contractor. Therefore, Offerors shall budget for all needed equipment, furniture, and supplies to implement this program.

6. Allowances - Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.

7. Other Direct Costs- FAR 31.202 and FAR 31.205 - These costs include report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), Public outreach and awareness activities costs (including marking and branding), gender and youth related costs, as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative must provide a breakdown and support for all other direct costs.

In addition to the above stated, Other Direct Costs must include the following budget categories. Note that these amounts are exclusive of any associated indirect costs or fees.

i. Communications - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.

ii. Office Rent - Specific information regarding the cost of any facilities needed to perform program activities. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category

8. Procurement – A list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source.

9. Trainings, Workshops and Conferences (if applicable) – Specify all costs associated with the anticipated trainings, workshops and conferences related to the capacity building component consistent with the technical approach. The narrative and cost proposal must include a cost breakdown, identify number of training sessions, number of participants and/or beneficiaries, location of training, purpose, etc.

10. Indirect Costs- FAR 31.203 and FAR 42.70 - Offerors must support the proposed indirect cost rate with an agreement letter from a Cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.)

Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

1. The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
2. If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include: (1) Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime Contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and (2) The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

#### EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

- i. Fee/Profit: The Offeror may propose a reasonable fixed fee subject to the limitations set in FAR Part 15.404-4.

#### D. Budget Narratives

The Offeror must also submit a detailed version of its summary budget for the base period and for the option periods. The detailed budget must include a detailed breakdown of each estimated cost item. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spreadsheet.

Budget narratives are required and must state the basis of cost estimation not solely citing to, "prior experience," and must justify the estimated costs for funding. The Offeror must be in alignment with the Cost Elements by Components in the detailed budget. Between the detailed budgets and the budget narratives, sufficient information must be provided to allow a thorough, complete and fair analysis of the costs proposed. For example, for salaries, the Offeror must demonstrate the calculations and the rationale for the rates for the base daily labor rate utilized in calculating labor cost. Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

#### E. Supporting Documentation

The Offeror must provide additional supporting budget documentation to substantiate all proposed costs. Negotiated Indirect Cost Rate Agreements should be included in the Cost Proposal. In addition, AID Form 1420-17 – Contractor Employee Biographical Data Sheets, should be submitted for each position with identified personnel. The form must be signed and dated by the individual and the Offeror (or sub-Offeror) in the appropriate spaces with all blocks completed. Use of Biographical Data Sheets, which are more than three months old is not acceptable. If the individual is on an appointment of less than 12 months (e.g., an academic year appointment for a university faculty member), the form must indicate the number of months in the appointment period.

If the form reflects only the highest salary of the most recent employer, the date when such salary went into effect must be indicated. Consulting fees must clearly specify the number of days for each consultancy. If continuation sheets are used, each must contain the individual's name, signature, and date.

Other supporting documentation should be submitted if the Offeror believes that it is necessary to substantiate or support costs proposed by the Offeror.

**(c) Part 3 - Representations, Certifications, and Other Statements of Offerors and SAM Registration**

The Offeror must complete the online Representation and Certifications Application in the System for Award Management (SAM) located at <https://www.sam.gov/portal/SAM/#content> and as addressed in Section K. The Offeror must be registered in SAM and ensure that their SAM Registration is up to date and current; SAM can be accessed at <https://www.sam.gov/portal/public/SAM/>

**(d) Part 4 - Policies and Procedures**

(1) If the Offeror does not have prior Federal contracting experience, the Offeror is to submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

(2) Freedom of Information Act of 1981:

Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

- (i) Information submitted in response to a Request for Proposal, prior to award of the contract or other instrument, or amendments thereto.
- (ii) Information properly classified or administratively controlled by the Government.
- (iii) Information specifically exempted from disclosure under the Freedom of Information Act.

Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

(3) In case of any disagreements or discrepancies between the terms and conditions of this request for cost proposal and the FAR, the latter shall prevail.

(4) The Offeror shall follow the instructions contained in this request for cost proposal and supply all information and signatures/certifications, as required. Failure to furnish all

information requested may disqualify a proposal.

(5) Offerors must set forth full, accurate and complete information as required by this request for cost proposal. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(6) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

(7) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.204. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

#### **(5) Part 5 - Subcontracting Plan**

If the Offeror is other than a small business, it must submit a Subcontracting Plan with estimated costs (See attachment J-1). The subcontracting plan must include information found at FAR Part 19.704. Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

#### **(6) Part 6 - Joint Venture Information**

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, must perform the contract as a single entity, they must submit, as an attachment to the Cost proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

#### **(7) Part 7 - Evidence of Responsibility**

The Contracting Officer is required to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1 with respect to the winning Offeror. As a result, the Offeror may be requested prior to award to submit



additional specific information relating to the following criteria:

- i. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- ii. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- iii. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Offeror shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.1042;
- iv. Have a satisfactory record of integrity and business ethics;
- v. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Offeror and sub-Offerors). (See FAR 9.104-3(a);
- vi. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a); *and*
- vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108.)

**(8) Part 8 - Letters of Commitment (Subcontractors)**

The Cost proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.

**(9) Part 9 - Information to Support Consent to Subcontractors**

The Offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the Contracting Officer for consent.

**(10) Part 10 - Information Concerning Work-Day, Work-Week, and Paid Absences**

- i. The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.
- ii. A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major

subcontractors shall describe their core workday and workweek policies.

- iii. The workday and workweek policies and the method of accounting for paid absences for the Offeror and major subcontractors in effect at the time of award shall remain enforced throughout the period of the award.

### **(11) Marking and Branding**

During discussions (If held), offerors might be required to submit a Branding and Marking plan for review before award. A Branding and Marking plan is NOT required to be submitted with an Offeror's proposal for this RFP.

As part of USAID's branding initiative and to insure that our implementing partners communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on January 08, 2007 per the revised ADS 320–Branding and Marking that can be found at: <http://www.usaid.gov/branding>. The Branding Strategy (BS) concepts will support USAID's and State's strategic goals appropriate for this activity and are found at: <http://www.state.gov/s/d/rm/rls/dosstrat/2004>. Costs of Branding and Marking (ADS 320.3.6.3) should be included in the total estimated cost of the Offer; these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

#### **Marking Plan (MP):**

The MP is developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of Contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS 320.3.2.4 that describes what the Marking Plan must address.

### **L.9 DISCLOSURE OF INFORMATION**

Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

#### **L.10 TECHNICALLY UNACCEPTABLE PROPOSALS:**

Identification of unacceptable proposals:

The Contracting Officer will not complete the initial evaluation of any proposal when he/she determines that the proposal is unacceptable because:

- (1) It does not represent a reasonable initial effort to address the essential requirements of the RFP or clearly demonstrates that the Offeror does not understand the requirements;  
Or
- (2) It contains major technical or business deficiencies or omissions or out-of-line costs which discussions with the Offeror could not reasonably be expected to cure.

**[END OF SECTION L]**

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section M of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

#### ***FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)***

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)	JUN 1988
52.217-5	EVALUATION OF OPTION	JUL 1990

### **M.2 GENERAL INFORMATION**

- a) The Government may award a contract without discussions with Offerors per FAR 52.215-1. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.
- b) The Government will evaluate Offerors in accordance with Section M of this RFP and make award to the responsible Offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors. The Government reserves the right to make no award as a result of this RFP.
- c) The submitted technical information will be evaluated by a technical panel in accordance with the technical evaluation criteria shown below. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government. Once this choice is made, USAID may engage in discussions or negotiations with the chosen Contractor regarding any matter to be covered in the final award.

### M.3 GENERAL

Technical proposal evaluation criteria serve to:

- (a) identify significant matters that Offerors should address in their proposals; *and*
- (b) set the standard against which all proposals will be evaluated.

There are three criteria against which technical proposals will be evaluated at the time of initial proposal as well as cost. The technical evaluation factors, when combined, are significantly more important than cost.

#### Summary of Evaluation Criteria at Initial Proposal

The Evaluation Criteria at Initial Proposal are hereby listed in descending order of importance:

Evaluation Criteria	
<b>1.</b>	<b>Institutional Capability, Staffing, Partnering and Management Approach</b>
<b>2.</b>	<b>Evaluation Approach</b>
<b>3.</b>	<b>Past Performance</b>

Using the best value acquisition methodology, the evaluation will be adjectival and rated according to the following descriptions:

#### Adjectival Rating Table

<b>Outstanding</b>	Proposal exceeds expectations of the Government. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
<b>Good</b>	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
<b>Satisfactory</b>	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
<b>Marginal</b>	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
<b>Unacceptable</b>	Proposal does not meet requirements and contains one or more deficiencies. Proposal is un-awardable.

The specific evaluation criteria are as follows. Sub criteria are weighted equally.

### **M.3.1 Institutional Capability, Staffing, Partnering and Management Approach**

Extent to which the Offeror's proposal convincingly demonstrates the management structure and systems for carrying out the contract, the roles and responsibilities of Home Office and field staff, their assigned management and decision making authorities, and the relationship the Offeror will have with expected subcontractors.

Extent to which the Offeror's proposal demonstrates experience and expertise in successfully implementing the proposed methodologies/approaches/activities in a development context and achieving documented improvement in the quality of performance management.

Extent to which the Offeror's ability to convincingly demonstrate that it has the institutional capacity and experience managing similar work of comparable size, scale, duration, nature and complexity required to successfully, efficiently and effectively achieve the Statement of Work outlined in **Section C**.

Extent to which the proposed key personnel convincingly demonstrate the Offeror's ability to successfully achieve the contract's objectives and results outlined in **Section C**. Individuals proposed as key personnel will be evaluated for their strengths and skills, including prior work experience, technical skills (knowledge and experience in the area of work for which they are proposed). Individuals proposed will also be evaluated in terms of their ability to fulfill the responsibilities of the position for which they are proposed. References for key personnel will be checked by USAID as part of the proposal evaluation process.

Extent to which the Offeror is a Small Business or utilizes U.S. Small Business(es) as significant partners within its proposal.

Extent to which the Offeror demonstrates pre-existing relationships, new/ongoing relationships and/or market knowledge of local businesses and organizations.

### **M.3.2 Evaluation Approach**

The Evaluation Approach (Annex F) will be evaluated on:

- (1) Extent to which the Offeror's evaluation methodology and approach are appropriate and demonstrate understanding of the requirements
- (2) Extent to which the proposed evaluation team has methodological and subject matter expertise, regional or country experience, language skills, team lead experience and management skills to conduct high quality evaluations that comply with the standards in the [\*USAID Evaluation Policy\*](#).
- (3) Extent to which the summary budget is reasonable and demonstrates clear understanding of the requirements.

**M.3.3 Past Performance**

- a) The Offeror's performance information determined to be relevant will be evaluated in accordance with the elements below (listed in order of importance)
- 1) Demonstrated success in implementation of programs of similar size
  - 2) Quality of product or service and consistency in meeting goals and targets
  - 3) Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the Contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
  - 4) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified
  - 5) Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
  - 6) Cost control, including forecasting costs as well as accuracy in financial reporting
  - 7) Regulatory Compliance

For Offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals will be evaluated. Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from sources other than those identified by the offeror/ subcontractor. USAID will utilize existing databases of Contractor performance information and solicit additional information from the references provided in Section L of the RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance. .

- b) Adverse past performance information to which the offeror has not previously had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in the FAR 15.3.
- c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- d) An Offeror's performance will be evaluated neither favorably nor unfavorably when:
- (1) The Offeror lacks relevant performance history,
  - (2) Information on performance is not available, or
  - (3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor.

When the above occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the contracting

officer may take into account a broad range of information related to an offeror's performance.

#### **M.4 EVALUATION OF COST PROPOSAL**

Cost proposals will be evaluated, but will not be rated. Cost proposals will be evaluated for cost realism, completeness, reasonableness and competitiveness of fixed fee.

Cost realism. Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance. Cost realism evaluation will be performed as part of the evaluation process:

- a. To assess and verify the Offeror's understandings of the requirements;
- b. To assess the degree to which the cost/price proposal accurately reflects the Offerors understanding of the Statement of Work, as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and
- c. To assess the degree to which the cost included in the cost/price proposal accurately represents the work effort required to implement the Statement of Work.

Reasonableness. The Contracting Officer will evaluate the cost proposal to determine whether proposed costs and any proposed fee are fair and reasonable. In making such a determination, the Contracting Officer will be particularly interested in the following factors:

- a. The credibility of the Offeror to control cost;
- b. The appropriateness of salary rates in relation to the positions and individuals (employees or consultants) being proposed, and the extent to which proposed salary levels are commensurate with the difficulty/complexity of the tasks to be completed; and
- c. Extent to which Offerors are willing to establish a system for cost containment and control of cost increases with particular emphasis on indirect cost (including indirect ceiling rates proposed), travel, per diem expenses and salary increases (including ceilings proposed on annual increases).

Completeness. The CO will determine whether the cost structure proposed reflects the comprehensive implementation of the project.

In evaluating the Offeror's Cost Proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgment will result from the Offeror's performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the Offeror's proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision. Unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of Technical Proposals. Such re-evaluation based on cost reasonableness or cost realism or realistic cost analysis could negatively impact the technical rating and overall rating of the proposal.

When competing technical proposals are considered essentially equal, cost will become



the determining factor.

## **M.5 DETERMINATION OF THE COMPETITIVE RANGE**

- (a) Establishment. If the Contracting Officer determines that discussions are necessary, he or she will establish a competitive range composed of the most highly rated proposals in accordance with FAR 15.306 (c)(1) and (2). In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted; should that be the case, the Contracting Officer may then limit proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

The Government may exclude a proposal if it is so deficient as to essentially require a new technical proposal. The Government may exclude a proposal so unreasonably priced, in relation to more competitive proposals, as to appear that there will be little or no chance of becoming competitive. The Government may exclude a proposal requiring extensive discussions, a complete rewrite, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

- (b) Evaluation of proposals in the Competitive Range. At time of competitive range determination, the Contracting Officer will indicate to all Offerors in the competitive range (i) timeline and deadline for proposal revisions and (ii) whether or not oral discussions will be initiated.

## **M.6 SOURCE SELECTION**

- (a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the “best value” to the U.S. Government. Award will be made to the responsible Offeror(s) who meet(s) the eligibility requirements and whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and subfactors in this solicitation.

- (b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal. The Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation provides perceived benefits that merit the additional cost/price.

**M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS**

USAID encourages maximum participation of small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns may be determined to be the best value offer and will be selected for award.

**[END OF SECTION M]**

**[END OF SOLICITATION DOCUMENT]**